



City of Kirkland

Request for Proposals

Kirkland Permit Dashboard Development

Job # 32-24-PB

Issue Date: May 7, 2024
Due Date: May 30, 2024–4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Kirkland Permit Dashboard Development Job # 32-24-PB

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

Proposals received later than **4:00 p.m. on May 30, 2024 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 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 May 7, 2024

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

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Chapter I: General RFP Information

OBJECTIVES OF THIS RFP

The purpose of this RFP is to solicit proposals from a solution provider or a provider team (Vendor) demonstrating the requisite organizational and technical capabilities to implement comprehensive permit dashboards that meet the needs and timeline of the City of Kirkland, Washington (City).

The Kirkland Permit Dashboard project aims to develop a comprehensive dashboard tool to monitor and analyze the performance of the city's permitting processes for development projects (e.g., building, grading, land use, and other similar permits). This project seeks to enhance transparency, productivity, and decision-making within the City's permitting operations.

This project also ensures easy access to information regarding permitting performance. This effort aligns closely with one of the high-priority initiatives identified in the [2023 Smart City Master Plan \(SCMP\)](#), specifically the initiative that involves the creation or refinement of the City Performance Dashboard. This project advances this initiative and supports the overarching vision outlined in the SCMP.

The primary project objectives are as follows:

- **Improve Transparency:** provide timely visibility into current permitting performance status, ensuring stakeholders are informed and fostering transparency for the community.
- **Enhance Productivity:** help to improve the permit approval workflow to reduce processing times and enhance overall efficiency. Identify bottlenecks within the permitting processes, pinpointing areas that require attention and improvement.
- **Facilitate Data-Driven Decision Making:** enable data-driven insights for city officials and decision-makers. Support informed planning and resource allocation by leveraging comprehensive indicators provided through the dashboard tool.

The City welcomes proposals from a single Vendor or from multiple Vendors working as a team. In the event multiple Vendors submit a proposal together, the City expects that there will be one prime Vendor who will be responsible for the whole project and for coordinating the work of the other Vendors. The City's ultimate objective is to identify the most suitable solution for fulfilling the needs of the City of Kirkland through this investment.

BACKGROUND

THE CITY OF KIRKLAND

The City of Kirkland, Washington is located on the eastern shore of Lake Washington and is about 10 miles northeast of downtown Seattle. With a population of 96,920, it ranks as the twelfth largest city in the State of Washington and the sixth largest city in King County. Since its establishment in 1905, Kirkland has expanded to cover 18 square miles. It enjoys proximity to key transportation routes such as Interstate 405, State Route 520, and Interstate 5, facilitating economic and social connections with 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.

General RFP Information

EXISTING PERMIT MANAGEMENT TECHNOLOGIES

The City utilizes Tyler Technologies' EnerGov system to assist its permitting processes, leveraging a range of modules for comprehensive management:

- **Permit Management:** facilitating the creation and tracking of permit applications, including sub-permits, from intake to completion, with the ability of adding in review activities, workflows, documents and agreements, fees and charges, and inspections by different disciplines.
- **Plan Management:** supporting the City's land use planning division in tracking and approving land use review applications, enabling routing of review activities to different disciplines, and assignment of the overall plan case.
- **Code Management:** tracking code enforcement cases, including multiple violations and inspections, from investigated claims to code compliance.
- **Inspection Management:** allowing constituents and inspectors to create and manage inspections, with options to locate inspections through various record panels.
- **IG Inspect and IG Enforce:** iPad applications enabling users to view inspections and manage code cases conveniently on mobile devices.
- **Contact Management:** providing tools for setting up and managing contact types and certifications.
- **Project Management:** organizing related plans and permits for projects, with features for creating plan review orders and setting project-level conditions.

Additionally, Tyler Cashiering is used for fee payments, while reports generated using Microsoft SQL Server Report Services offer module-wide data. Moreover, the City's permitting system interfaces with the eCityGov Alliance MyBuildingPermit (MBP) application for online permit applications, hosted by the City of Bellevue. MBP serves customers by facilitating permit applications, payments, inspections requests, and permit status checks, while also helping agencies by standardizing the process, sending documents, and creating permits in EnerGov. The EnerGov permitting data is also the basis of a Socrata system for displaying development projects on the Kirkland Activity Map. Our public city website is powered by Granicus System and our internal webpages are hosted in SharePoint environment.

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 or newer and Windows 10 or newer 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.

General RFP Information

SCOPE OF WORK

The City is seeking a Vendor or a Vendor team to implement the following solutions that will meet the City's core requirements and schedule outlined in this RFP. The City is open to both hosted cloud-based solutions and consulting services for building the products. The comprehensive solution should incorporate the necessary functionalities for both internal dashboard and public-facing dashboard, which include:

A. Permit Data Cleaning Up and Processing

This is a critical step towards developing comprehensive and insightful dashboards. The primary activities include:

- Gathering permit system data from relevant sources, ensuring completeness and accuracy.
- Identifying and addressing data related issues.
- Validating data integrity, ensuring that the dataset is clean and consistent.
- Converting raw data into a format suitable for effective visualization and analysis, enabling the City to derive meaningful insights from the dataset.
- Aggregating the data as necessary to meet the specific dashboard requirements.
- Conducting thorough testing to verify the accuracy and reliability of the processed data.
- Documenting data processing and cleaning procedures, ensuring transparency and ease of future data updates.

B. Primary Functionalities

The primary functionalities must include:

- The interactive dashboard must offer a comprehensive overview of the City's permit performance information, including all major Plan and Permit types.
- Provide support to meet Washington State Senate Bill 5290 requirements. Please refer to [the Bill Report](#) for additional information that local governments are required to provide under this new legislation, which includes but not limited to:
 - 1) Codified permit review time periods
 - 2) Total number of decisions issued by permit type.
 - 3) Total number of decisions issued for consolidated reviews.
 - 4) Average number of days from completeness to decision by permit type.
 - 5) Total number of days each application was in review from completeness to decision, excluding "clock stop" and appeal time.
 - 6) The total number of days that were excluded for each application in item 5).
- The dashboard interface must prioritize user-friendliness with an intuitive design for easy data exploration.
- The dashboard should include:
 - 1) Permit performance indicators filtering based on user-specific needs through search or other parameters (e.g. searches by permit type and class, work group, and individual reviewers).
 - 2) Compatibility for public access on desktop computers, with consideration for mobile devices.
 - 3) Meaningful indicators to communicate permitting performance related to work groups, achieved permit completeness and specified review times, permit applications received, permit applications deemed complete, and issued permits, inspections completed, code enforcement cases opened and closed. Some examples are:
 - Permit applications received and issued over specified time periods with percentage change over time.

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- Average permit process duration by various parameters such as specific time period, permit types, work groups, and individual permits, etc.
- Average time to review permits against targets by permit types.
- Must have data integration with EnerGov permitting system to ensure frequently updated information (e.g. refresh daily, weekly, monthly, or other time intervals).
- Dashboards should be incorporated into the City's internal or external websites.
- Documentation of comprehensive user guides and related materials to facilitate outreach efforts.

C. Integrations

The proposed technologies must have secure APIs and the capability to seamlessly integrate with external data sources from our existing systems, encompassing Tyler EnerGov system, MBP, and the City's internal and external websites to provide efficient communication of permitting information for end users. Our integration efforts extend to aggregating data from the City's existing systems where necessary. We emphasize the secure aggregation of data and ease of maintenance from various sources through APIs or other methods. Compliance with PCI, HIPAA, CJIS, and security standards, where applicable, is vital to us.

D. Project Phases:

The City has outlined a two-phase approach to complete this project:

Phase 1: Internal Dashboard (to be completed by March 31, 2025):

In this phase, our primary focus is on developing an robust Kirkland permit dashboard that fully aligns with our project objectives and overarching requirements as defined in this RFP, but that is intended for internal (staff) use. The primary activities include but not limited to:

- Development of a comprehensive Kirkland permit dashboard that aligns with the project objectives and requirements, enhancing transparency and efficiency in permitting processes.
- Integration with our existing EnerGov permit management system to ensure timely data updates and accurate reporting as well as easy maintenance.
- Embedding dashboard within the city's internal websites for easy access.
- Establishing protocols for ongoing dashboard maintenance.

Phase 2: Public Dashboard (must be completed by June 30, 2025):

During this phase, our key activities include but are not limited to:

- Enhancing user interface and accessibility features to cater to a broader audience, including residents, businesses, and other external stakeholders.
- Identifying which components from Phase 1 warrant inclusion in the public-facing dashboard.
- Implementing relevant functionalities and interactive elements to enhance user engagement and experience.
- Ensuring compliance with accessibility standards and best practices to guarantee inclusivity and usability for all users.

E. Training:

Conduct knowledge transfer activities such as training sessions, documentation, and other related materials to empower city staff in managing and maintaining both internal and public dashboards effectively. Assist in a communication strategy to promote awareness and adoption of the public dashboard among the community.

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Please note that additional detailed requirements for each category (A-E) can be found in Chapter II: Required Proposal Response Form 5 – Functional Requirements of this RFP.

Optional Item:

The city seeks to develop a comprehensive permit fee estimator tool accessible to both staff and the public, aiming to enhance its services. Currently, permitting technicians utilize a basic spreadsheet to develop rough fee estimates for permits, which is neither user-friendly nor publicly accessible, limiting its scope to simple residential projects. The envisioned tool must feature an intuitive user interface, thorough permit fee calculation capabilities, and accessibility across various devices. This item is optional for this RFP and requires a separate budget allocation and timeline. It is not required to include this optional item in your proposal.

The City prefers a Vendor who has demonstrated experience in successfully implementing similar technologies for municipal government entities. Proposals must include specific project examples that demonstrate the Vendor's experience in implementing such types of projects.

DELIVERABLES

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

- Dashboard deliverables that align with the scope of work, requirements, and timelines outlined in this RFP.
- A system design and architecture detailing the project's technical framework.
- Successful implementation of all specified features and integrations.
- Staff training sessions covering the technology solution for proficient system administration and utilization.
- A comprehensive set of project-related documents to facilitate understanding, operation, and future reference.
- Continuous support and maintenance to uphold the solution's functionality and performance.

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BUDGET AND TIMELINE

Based on the scope of work outlined in the RFP, the proposed cost should reflect the level of effort required to deliver a solution that meets the requirements for both internal dashboard and public-facing dashboard. The City’s expectation is that the vendor to identify the appropriate budget and the selected vendor will be able to complete the work based on the following deadlines assuming Notice to Proceed on 7/15/2024.

HARD MILESTONES	DATE
Complete Phase 1 Internal Permit Dashboard	3/31/2025
Complete Phase 2 Public Permit Dashboard	6/30/2025

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:

- Vendors must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Vendors 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. Two paper copies and electronic copies of proposals will be required. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. **Digital proposals must be received via e-mail by no later than 4:00 p.m. PST on May 30, 2024 (Pacific Time).**
2. Emailed proposals should include “Kirkland Permit Dashboard Development” – Job# 32-24-PB” 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.
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. Complete, sign and submit all RFP forms provided if required.
7. To be evaluated, a proposal must address all requirements and instructions contained within.
8. Provide all references and materials required by the RFP instructions within

General RFP Information

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to the Project Manager, Tela Gardner at tgardner@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 May 16, 2024.

SUBMITTAL DEADLINES

The procurement schedule for this project is as follows:

MILESTONE	DATE
Release RFP to Suppliers	5/7/2024
Questions (if any) Due - 5:00 PM PST	5/16/2024
Answers to RFP Questions Released	5/21/2024
Proposal Responses Due – 4:00 PM PST	5/30/2024
Evaluation Period – Vendor Interviews 6/10-6/14/24 (If Needed)	5/31-6/14/24
Vendor Selection Notice	6/18/2024
Notice to Proceed	7/15/2024

SELECTION CRITERIA AND PROCESS

Proposals for the permit dashboard implementation project are evaluated based on several factors, including the proposer’s ability to meet the City’s needs as outlined in the project scope and requirement form. Additionally, the experience and expertise of the proposer’s team members on similar projects, the capacity to complete the project within the proposed schedule, and the cost are considered.

It is important for responses to 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, all, or none of the 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:

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Evaluation Criteria:

The evaluation criteria and their respective percentages are listed below:

ITEM	PERCENT
Cover Letter, Proposal Summary and Overall Proposal Quality	10%
Acceptance of Terms and Conditions	5%
Functional Requirements	25%
Project Schedule and Implementation Plan	25%
Cost Proposal	10%
Qualification/Expertise of Key Staff and Successful Deployment Experience with Similar Projects	25%

Evaluation Process:

A selection committee will review all written proposals, select finalists, and may conduct interviews virtually before 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 a virtual interview during the week of June 10, 2024.

As part of the evaluation process, the City reserves the right to request additional information to ensure a thorough and objective assessment of each vendor's response. This may involve customer reference checks and reviewing any other relevant information about the Vendor and its solution. The ideal vendor shall have experience in successfully implementing similar solutions in local government agencies comparable in size to Kirkland, and in larger agencies. Should the City decide to contract, the contract award is to the highest ranked proposer.

General RFP Information

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 eighty (180) 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.

General RFP Information

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 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).

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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.

General RFP Information

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 proposer and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please review and/or complete the following forms based on the instructions in each form:
 - a. Attachment A: Professional Services Agreement (Sample)
 - b. Attachment B: Non-Collusion Certificate
 - c. Attachment C: Non-Disclosure Agreement
 - d. Attachment D: IT Cloud Vendor Security Agreement

General RFP Information

FORM 2: PROPOSAL SUMMARY

[Instruction: Use this form to summarize your proposal and your team qualifications 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.]

General RFP Information

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:

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				

Chapter II: Required Proposal Response Forms

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 per proposing firm, 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)	
▪ Disclose any recent litigation (and outcomes) and litigation currently underway.	

Chapter II: Required Proposal Response Forms

4. # of Supplier Employees	
<ul style="list-style-type: none"> ▪ Total Worldwide 	
<ul style="list-style-type: none"> ▪ Total in U.S. 	
<ul style="list-style-type: none"> ▪ # of full-time employees in: <ul style="list-style-type: none"> - Planning and implementation - Solution provider (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: <ul style="list-style-type: none"> • Full details of all terminations for default • The other party's name, address and telephone • Your position on the matter 	
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: <ul style="list-style-type: none"> • Full details of all such terminations • The other party's name, address and telephone • Your position on the matter 	

Chapter II: Required Proposal Response Forms

FORM 5: 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	
		Permit Data Cleaning Up and Processing						
1	R	Ability to gather required permit data from the city's existing relevant systems.						
2	R	Ability to identify and address data-related issues such as missing, incomplete, or inconsistent data.						
3	R	Ability to convert raw permit data into a format suitable for effective visualization and analysis within the internal and public-facing dashboards.						
4	R	Ability to aggregate permit data as necessary to meet the requirements of the dashboards.						
5	R	Ability to create test cases that cover scenarios related to data gathering, validation, conversion, and aggregation.						
		Functionalities						
6	R	Briefly describe your dashboards capabilities.						
7	R	Ability to design and configure user-friendly interfaces for easy data exploration.						
8	R	<p>Ability to implement following but not limited to those indicators to communicate permitting performance related to work groups or individual permit reviewers including all major Plan and Permit types within a given timeframe:</p> <ol style="list-style-type: none"> 1) 1st, 2nd, and average permit review time. 2) Permit applications received. 3) Permit applications deemed complete. 4) Permits issued. 5) Inspections completed. 6) Average inspections per day. 7) Code enforcement cases opened and closed. 8) Average time to issue permits. 9) Permit applications received and issued percentage change overtime. 10) Average time to review permits against targets by major permit types. 						

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	
9	R	<p>Ability to analyze and visualize EnerGov permit tracking system information to meet Washington State Senate Bill 5290 requirements, which includes but not limited to:</p> <ol style="list-style-type: none"> 1) Codified permit review time periods 2) Total number of decisions issued by permit type. 3) Total number of decisions issued for consolidated reviews. 4) Average number of days from completeness to decision by permit type. 5) Total number of days each application was in review from completeness to decision, excluding "clock stop" and appeal time. 6) The total number of days that were excluded for each application in item 5). 						
10	R	Ability to filter or select view information based on user-specific needs through search or other parameters, such as by permit types, by work groups, by time periods, etc.						
11	R	Briefly describe the query and reporting capability, including permit trend reports by date/time with current and historical information.						
12	N	Briefly describe analytics capabilities of proposed solution.						
13	N	Briefly describe your options for multilingual support.						
14	N	Briefly describe your options for downloading data and printing reports.						
15	N	Ability to provide map views by geographic areas.						
16	N	Ability for users to subscribe to static data when updated (if static data is what we choose to display)						
		Integration						
17	R	Briefly describe your standard APIs integration capabilities.						
18	R	Have secure data integration capability with Tyler EnerGov permitting system to ensure frequently updated permit information (e.g. refresh daily, weekly, monthly, or other time intervals).						

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	
19	R	Ability to integrate the public-facing dashboard with the existing city's web platform powered by Granicus.						
20	R	Ability to integrate the internal dashboard with the existing city's SharePoint sites.						
21	N	Ability to interface with Microsoft SQL Server Reporting Services (SSRS) Reports.						
22	N	Ability to interface with external applications, including eCityGov Alliance MyBuildingPermit(MBP) application and Socrata Kirkland Activity Map						
23	N	Ability to provide import files for other systems for integration if needed.						
24	N	Ability to report dashboard usage metrics.						
		Technical Requirements						
25	R	Please include detailed literature on your API if applicable.						
26	R	Diagrams of communications network for typical implementation						
27	R	Ability to meet Kirkland IT security requirements as outlined in attachment D of this RFP.						
28	R	Provide ability to meet compliance requirements (PCI, HIPAA, CJIS, etc.), where applicable.						
29	R	Briefly explain the ability to scale product offerings as the City's needs expand						
30	N	Ability to provide single sign on (SSO) with Microsoft Azure Active Directory Federated Services token-based authentication.						
31	N	Compatibility for public access on desktop computers, with consideration for mobile devices.						
		Training						
32	R	Offer training to covering 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						
33	R	Describe your Service Level Agreement (SLAs) for software maintenance and support including response times to ensure reliable performance.						
34	R	Briefly describe dashboard maintenance requirements						
35	R	Describe the frequency, policy, and cost of software upgrades and version releases, and the level of involvement from City staff						
36	R	Describe number of staff offering user support, ticketing system used, and escalation process for bug reports, feature requests, and security enhancement support.						
37	N	Briefly describe disaster planning and recovery.						
38	N	Provide a documentation sample of technical system administration, references and help materials.						

Chapter II: Required Proposal Response Forms

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, hours, and deliverables; Provide improvements to the phased approach as your firm would implement.
3. A detailed project schedule (a Gantt chart) showing beginning and end dates of all proposed tasks/sub-tasks and describe your team approach to meet the following milestone deadlines assuming Notice to Proceed on 7/15/2024.

HARD MILESTONES	DATE
Complete Phase 1 Internal Permit Dashboard	3/31/2025
Complete Phase 2 External Permit Dashboard	6/30/2025

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. Permit Dashboard Development Cost; and 2. Anticipated Annual Ongoing Operations and Maintenance Cost. Please include all applicable taxes.]

1. PERMIT DASHBOARD DEVELOPMENT COST:

SUBSCRIPTION (HOSTED SOLUTION ONLY)	FEE \$			ASSUMPTIONS
Permit Dashboard Solution				
Other: (Describe)				
Sub-Total: Annual Fee				
IMPLEMENTATION	HOURS	AVERAGE HOURLY RATE	FEE \$	ASSUMPTIONS
Project Management				
Permit Data Cleaning Up and Processing				
Phase 1: Internal Permit Dashboard				
Phase 2: Public Permit Dashboard				
Integration				
Training				
Other: (Describe)				
Optional: (Permit Fee Estimator)				
Sub-Total: Implementation				
1st YEAR GRAND TOTAL: (1st YEAR SUBSCRIPTION, IMPLEMENTATION, OPERATION & MAINTENANCE)				

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2. ANNUAL ONGOING OPERATIONS AND MAINTENANCE COST:

ANNUAL OPERATION and MAINTENANCE SUPPORT FOR NEXT THREE YEARS	FEE\$	ASSUMPTIONS
Annual Subscription (hosted solution only)		
Maintenance & Support (Including Integration)		
Other: (Describe)		
ANTICIPATED ON-GOING ANNUAL OPERATION & MAINTENANCE COST (Please list three years):		

Note: If your 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.

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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: CLIENT REFERENCES

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

FORM 7: CLIENT 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:	

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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

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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

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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 Planning and Building Department 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

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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

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respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.
5. Network Security (Cyber) and Privacy Insurance 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. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. 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

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

XI. SAFEGUARDING OF PERSONAL INFORMATION

- A. **Definitions.** The following definitions shall have the assigned meaning for this section.
1. **"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 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.
 2. **"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.
 3. **"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 Contractor under this Agreement.
 4. **"Third Party"** means persons, corporations and entities other than Consultant, or any of their employees, contractors or agents.
- B. 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.

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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 Contractor'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.

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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.

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. 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.

XXIV. 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.

XXV. EFFECTIVE DATE

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

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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:

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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/partnership/limited liability company, etc.> (“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 (“Confidential Information¹”) 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 or complete the project>, the sufficiency of such consideration being hereby acknowledged, the 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, 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 who have agreed to be bound the terms of this Agreement or a similar agreement that is at least as protective of the Confidential Information as provided for herein.

¹ “Confidential Information” means the information the City has provided the Vendor by or at the direction of the City, or to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor’s wish to submit a proposal or complete this project.

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4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately destroy or 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 Vendor, its officers, agents and employees, agrees to hold harmless, indemnify and defend at its own expense the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever arising out of the Vendor's intentional acts or negligent failure to perform any of its obligations under this Agreement.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

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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: _____

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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.

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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 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.
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

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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
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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