City of Kirkland
Request for Proposal

Smart Parking Technology Implementation

Job # 48-23-PW

Issue Date: October 30, 2023
Due Date: November 22, 2023–4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Smart Parking Technology Implementation
Job # 48-23-PW

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

Proposals received later than **4:00 p.m. November 22 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at
http://www.kirklandwa.gov/. Click on the Business tab at the top of the page and then click on
the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any full or partial proposals and/or all proposals,
and to waive irregularities and informalities in the submittal and evaluation process. This RFP
does not obligate the City to pay any costs incurred by respondents in the preparation and
submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract
for any expressed or implied services.

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

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

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

Dated this October 30, 2023

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

Published in the Daily Journal of Commerce – October 30 and November 6, 2023

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Chapter I: General RFP Information

OBJECTIVES OF THIS RFP

The purpose of this RFP is to solicit proposals from solution supplier demonstrating the requisite organizational and technical capabilities to implement a smart parking technology that meets the needs and timeline of the City of Kirkland, Washington ("the City"). The primary project objectives are as follows:

- Support Kirkland smart city goals and mobility management by integrating parking solutions, including sensors, real-time data, and mobile apps to optimize downtown parking, reduce congestion, inform policy decisions, and ensure a seamless parking experience for all.

- Develop a digital infrastructure of parking assets to facilitate downtown parking management, aimed at enhancing current and future services within Kirkland including a future and expanded paid parking system to manage the limited parking capacity.

- Establish a comprehensive hub for communicating and accessing parking usage information from various sources, facilitating parking navigation based on selected trip criteria by end users.

The City welcomes proposals from a single supplier or from multiple suppliers working as a team. In the event multiple suppliers submit a proposal together, the City expects that there will be one prime supplier who will be responsible for the whole project and for coordinating the work of the other suppliers. The City'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 approximately 10 miles east of downtown Seattle. It has a population of 96,920 and is the twelfth largest city in the State of Washington and the sixth largest city in King County, Washington. Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

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

DOWNTOWN KIRKLAND PARKING PROGRAM

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

General RFP Information

Monday through Saturday. The Municipal garage contains three different zones of parking: library only parking at the surface level, hourly restricted public parking, and permit only parking between 9AM and 5PM, Monday through Friday. The garage also closes at midnight daily. The Wester Lot is reserved for permitted downtown employees between 8AM and 5PM, Monday through Friday. All permitted areas are available to the general public outside of the permit only hours.

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

EXISTING KIRKLAND PARKING TECHNOLOGIES
Our existing parking technologies include:

a. **Paystations in Two Pay Parking Lots:** These parking lots with associated fees are equipped with Flowbird Paystations, currently undergoing an upgrade. The upgraded paystations have the capability for API integration, while they may continue to use a pay-and-display method for paid parking.
b. **Mobile Pay Parking Solution:** The Parking Enforcement Officers (PEOs) Parking Ticket handheld equipment (Schweers) has integration with PayByPhone (mobile app vendor) to show active parking sessions purchased via the mobile app. On occasion, this link is not available.
c. **Parking Ticket Handheld Equipment:** PEOs currently use Schweers parking ticket handheld equipment. Parking tickets created using these handhelds are integrated with the Administrative Office of the Courts Judicial Information System (JIS) to reduce manual ticket data-entry.
d. **Parking Enforcement License Plate Reader System:** PEO vehicles are equipped with Genetec License Plate Reader (LPR) software, which uses cameras and GPS technology to record vehicle license plates, location, length of time in parking space and license plate lists for permitted vehicles.
e. **Parking Sensors in Downtown Area:** The City employs Eleven-X parking sensors technologies for collecting and managing parking usage data. These data collection extends to on-street, surface lots, and waterfront park parking spaces around downtown area. Over 500 sensors have been installed to date.
f. **Others:** This category encompasses additional systems that the City may consider such as PACR System for our garage and parking permit system.

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.

SCOPE OF WORK

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

A. Digital Inventory and Asset Management

Ability to create a comprehensive digital inventory of parking assets. This includes capturing the corresponding rules and conditions necessary for facilitating dynamic parking management. The digital inventory will encompass geolocated assets and any associated asset rules that will vary by time and allowing for flexibility in rule modifications, particularly for special events, construction, or other temporary parking adjustments. This adaptability ensures that our parking management remains agile in response to changing circumstances.

We expect to streamline the maintenance of this digital inventory and enable ease data export for in-depth analysis and supporting informed decision-making and resources allocation.

B. Primary Functionalities

The primary functionalities must include aggregating parking usage data collected from various sources through our existing parking technologies and presenting them cohesively for public consumption and for internal use. The solution must closely align with our data needs, which include the need to provide real-time occupancy data for the convenience of those using the parking facilities. Residents and visitors can access this information through a user-friendly interface, enhancing their parking experience. The solution should provide near real-time parking status information, offer navigation assistance based on specific trip criteria selected by users and deliver a user-friendly experience across all devices.

In parallel, the solution functionalities must seamlessly serve the needs of the back-office dashboard. This component will rely on the same real-time occupancy data for effective decision-making. The dashboard will display summary reports to communicate to city leadership. Multilingual support, mapping capabilities, comprehensive reporting, effective digital inventory, and system administration are integral components of our requirements. We prioritize support for occupancy tracking, event management, street closures, and micro-mobility management, all aimed at ensuring convenient, cost-effective, and equitable access to downtown parking for residents and visitors.

Additionally, the ability to implement dynamic pricing strategies would be advantageous, as it allows for real-time adjustments in parking rates based on demand, optimizing the utilization of parking spaces and ensuring fair pricing for users.

C. Integrations

We are seeking cloud-based technologies that have secure APIs and the capability to seamlessly integrate with external data sources from our existing systems, encompassing mobile payments, pay stations/meters, sensors, and enforcement systems. These integrated sources will be consolidated into a comprehensive data hub, enduring efficient communication of parking usage information for end users. Our integration efforts extend to aggregating data from the City's existing systems where necessary. Our current downtown parking technologies include Flowbird Paystations, PayByPhone, Schweers Handheld Devices, Genetec License Plate Reader (LRP), and eleven-X Parking Sensors. The City may consider additional

technologies in the near future such as parking permit system, and parking access and revenue control (PARC) system for our garage.

Scalability is crucial to accommodate the City's evolving parking needs, and we emphasize the secure aggregation of data from various sources through APIs. 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: Digital Inventory and Asset Management (to be completed by April 30th, 2024):
This initial phase focuses on the digitization of parking assets and associated attributes, including parking rules and types. It serves as a demonstration of platform functionalities after the initial configurations have been implemented.

Phase 2: Integration and Validation (must be completed by December 31, 2024):
During this phase, the Vendor will undertake the integration of Kirkland's current parking systems as described in item C, to establish a comprehensive parking data hub for consumption. After integration, the City is allocating 3 months validation period. This period will evaluate the quality of collected data and the technology's ability to seamlessly integrate with the City's existing parking technologies.

Furthermore, this phase includes knowledge transferring activities, including training sessions, documentation, and other related materials.

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

E. Project Areas:
The project area shown on the map below will include the on-street parking on key roadways within the downtown central business district, the municipal garage, the two-surface pay lots, and two additional waterfront park lots on Lake Washington Blvd.

Downtown Kirkland and Waterfront - Parking Management PROJECT AREA

Project Area	Stall Count
On-Street Parking	276
Peter Kirk Municipal Garage	344
Lake and Central Lot	54
Lakeshore Plaza Lot + Aux Lot	131
Houghton Beach park Lot	38
Marsh Park Lot	7
Total	850
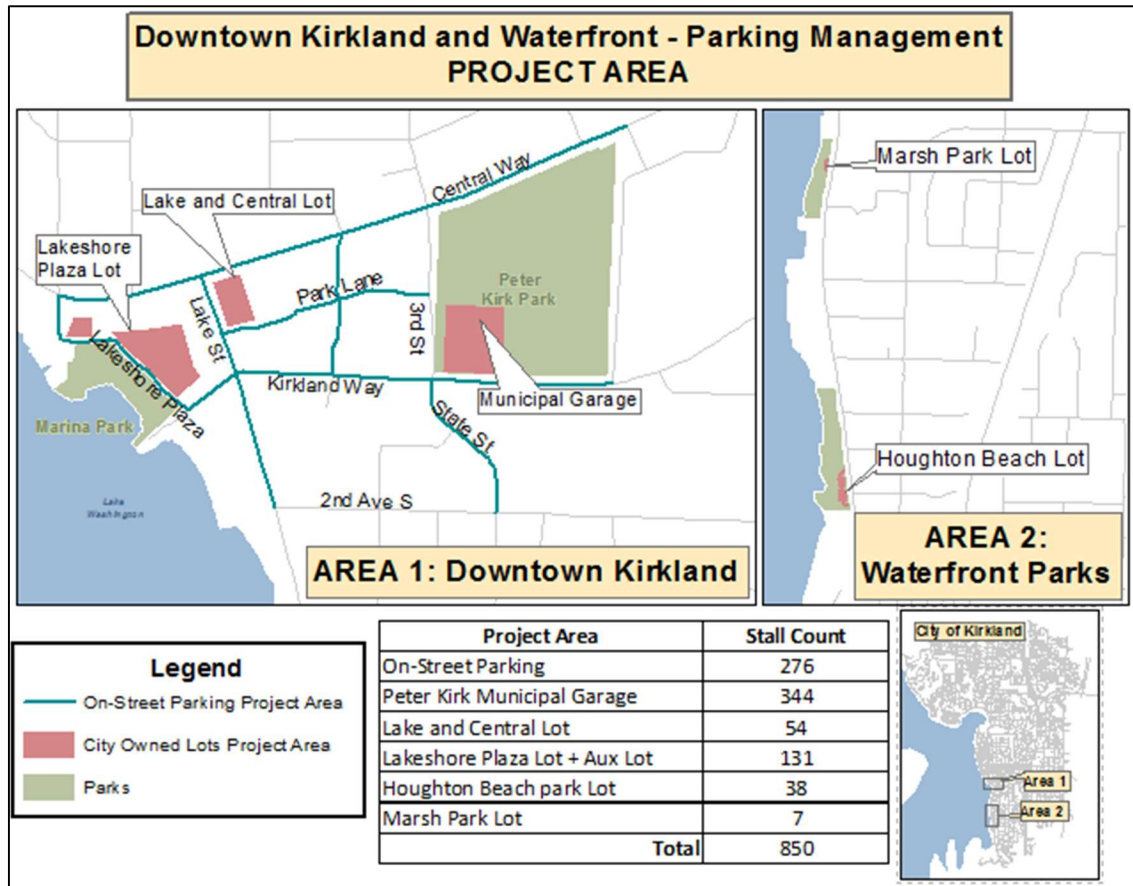
The City prefers a Vendor who has demonstrated experience in successfully implementing similar technologies for municipal government entities. Proposals must include specific project examples that demonstrate the Vendor's experience in deploying such type of projects.

DELIVERABLES

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

- Deliverables that align with the scope of work, requirements, and timelines outlined in the RFP.
- A system design and architecture detailing the project's technical framework.
- Successful implementation of all specified features and integrations.
- Staff training sessions on the technology solution, ensuring proficient system administration and usage.
- A set of comprehensive project-related documents to facilitate understanding, operation, and future reference.
- Ongoing support and maintenance to ensure the solution's continuous functionality and performance.

BUDGET AND TIMELINE

The total budget for the project scope as outlined in this RFP is $80K including contingency (if needed).The City's expectation is that the selected vendor will be able to complete the work based on the following deadlines assuming Notice to Proceed on 1/31/2024.

HARD MILESTONES	DATE
Complete Phase 1 Digital Asset and Inventory	4/30/2024
Complete Phase 2 Integration and Testing Completion	5/1-12/31/2024

Additional services may be authorized by the City as needed.

CONTRACT REQUIREMENTS AND FEES

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

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

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

PROPOSAL SUBMITTAL INSTRUCTIONS

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

1. **Proposals must be received via e-mail by no later than 4:00 p.m. PST on November 22, 2023 (Pacific Time).**
2. Emailed proposals should include "Smart Parking Technology Implementation – Job# 48-23-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. Please make sure you stay within page limit restrictions for each section of the forms within your proposal.
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, Kimberly Scrivner at KScrivner@kirklandwa.gov and cc the RFP Coordinator, Xiaoning Jiang at Xjiang@kirklandwa.gov and Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted before 4:00 PM PST on November 13, 2023.

SUBMITTAL DEADLINES

The procurement schedule for this project is as follows:

MILESTONE	DATE
Release RFP to Suppliers	10/30/2023
Questions (if any) Due - 5:00 PM PST	11/6/2023
Answers to RFP Questions Released	11/13/2023
Proposal Responses Due – 4:00 PM PST	11/22/2023
Evaluation Period – Vendor Interviews 12/04-12/08/23 (If Needed)	11/27 – 12/14/2023
Supplier Selection Notice	12/15/2023
Notice to Proceed	1/31/2024

SELECTION CRITERIA AND PROCESS

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

It is important that the responses be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal. If the City chooses to include interviews, the evaluation is further based on the demonstration, which shall be unscripted. The City may elect to interview some, 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:

General RFP Information

Evaluation Criteria:

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

Evaluation Process:

A selection committee will review all written proposals, select finalists, and may conduct interviews virtually prior to making the final selection of the Vendor based on the evaluation process and evaluation criteria outlined in this RFP. If the City decides the interview is necessary, the finalists will be invited to participate in an interview during the week of December 4, 2023.

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

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

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.

PUBLIC DISCLOUSURE

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed

from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE PARTICIPATION

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

FEDERAL DEBARMENT

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

Chapter II: Required Proposal Response Forms

Proposers must complete all the forms in this chapter and other requests for information described in this RFP. The following forms are included:
1) Cover Letter
2) Proposal Summary
3) Acceptance of Terms and Conditions
4) General Supplier Information
5) Solution Requirements Response
6) Project Schedule and Implementation Plan
7) Cost Proposal
8) Key Team Members' Qualifications
9) Customer References

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

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1) Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
2) Copy forms as necessary and paste them into a new file. Save the new file.
3) Complete all of the forms in your word processing and spreadsheet applications.
4) Delete instructions (verbiage contained in brackets) from each form.
5) When your proposal is finished, refer to the proposal submission instructions in this RFP.

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

FORM 1: COVER LETTER

[**Instruction**: All proposals must include a cover letter signed by an official legally authorized to bind the proposer to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself, this is accomplished in Form 2.

The cover letter must contain the following statements and information:
1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, business, phone number, email address, and name of principal in charge submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please review and complete the following forms based on the instructions in each form:
    a. Attachment B: Non-Collusion Certificate
    b. Attachment C: Non-Disclosure Agreement
    c. Attachment D: IT Cloud Vendor Security Agreement]

FORM 2: PROPOSAL SUMMARY

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

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

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

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

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

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

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

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

_____

AUTHORIZED SIGNATURE

_____

DATE   _____

OTHER NOTES:

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, 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.	

4. # of Supplier Employees	
▪ Total Worldwide	
▪ Total in U.S.	

▪ # of full-time employees in:
  - 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: • Full details of all terminations for default • The other party's name, address and telephone • Your position on the matter	
7. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc. Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason) Please provide: • Full details of all such terminations • The other party's name, address and telephone • Your position on the matter	

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	
		Digital Inventory and Asset Management						
1	R	Ability to create a comprehensive digital inventory of Kirkland parking assets in the project area, including curb spaces, garage lots, and surface lots.						
2	R	Ability to associate parking rules that vary by time and parking use types.						
3	R	Briefly describe the solution's capabilities for parking rule modifications, such as for special events, constructions, or other temporary parking adjustments.						
4	R	Briefly explain the solution's capabilities for downloading/exporting digital assets.						
5	R	Briefly describe how digital parking assets are maintained in your solution.						
6	N	Briefly explain the parking attributes required for facilitating dynamic parking.						
7	N	Ability to map parking assets like sensors, gateways, and pay-stations.						
		Functionalities						
8	R	Ability to aggregate parking usage data, including but not limited to parking occupancy, turnover, and availability from various sources through Kirkland's existing technologies as described in this RFP.						
9	R	Ability to create a centralized parking data hub for easy consumption.						
10	R	Ability to present real-time occupancy data for the convenience of parking facility users.						
11	R	Ability to provide a user-friendly interface for accessing parking information across all devices, including smartphones.						
12	R	Ability to offer parking navigation assistance based on specific trip criteria selected by users.						
13	R	Create a configurable dashboard and user-friendly interfaces for the City admin clients and users.						

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	
14	R	Briefly describe back-office dashboard functionalities.						
15	R	Briefly describe the reporting capability, including trend reports by date/time with current and historical information.						
16	R	Briefly describe query and analytics capabilities of proposed solution.						
17	R	Ability to support parking navigation using maps.						
18	N	Briefly describe your options for multilingual support.						
19	N	Briefly describe the firm's ability to implement dynamic pricing strategies						
		Integration						
20	R	Briefly describe your standard APIs integration capabilities and existing integration connectors.						
21	R	Briefly describe the ability to integrate with Kirkland's existing parking technologies, including but not limited to PayByPhone, Flowbird Pay Stations, and Eleven-X Parking Sensors.						
22	R	Ability to aggerate parking data that stored in Microsoft Excel format.						
23	N	Ability to provide import file for other systems for integration if needed.						
24	N	Briefly describe the ability to expand integration to support future City's parking needs, such as parking permit system, display boards, parking access and revenue control system, parking enforcement systems.						
		Technical Requirements						
25	R	Has a secure open API for integration with other parking systems.						
26	R	Please include detailed literature on your API if applicable.						
27	R	Diagrams of communications network for typical implementation						

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	
28	R	Briefly explain the ability to scale product offerings as the City's Parking needs expand						
29	R	Provide ability to meet compliance requirements (PCI, HIPAA, CJIS, etc.), where applicable.						
30	R	Ability to meet Kirkland IT security requirements as outlined in attachment D of this RFP.						
31	N	Ability to provide single sign on (SSO) with Microsoft Azure Active Directory Federated Services token-based authentication.						
		Training						
32	R	Offer training to covering user accounts and security management, system alerts, integration, analytics tools, dashboards, and data reporting.						
		Customer Service Requirements & Support						
33	R	Describe your Service Level Agreement (SLAs) for integrated technology solution.						
34		Explain your customer support matrix for software maintenance and support including response times to ensure reliable performance.						
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	R	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, and deliverables; Provide improvements to the phased approach as your firm would implement.
3. A detailed project schedule (a Gantt chart) that showing beginning and end dates of all proposed tasks/sub-tasks and describe your team approach to meet the following milestone deadlines assuming Notice to Proceed on 1/31/2024.

HARD MILESTONES	DATE
Complete Phase 1 Digital Asset Inventory	4/30/2024
Complete Phase 2 Integration and 3-Months Validation	5/1-12/31/2024

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

ATTACHMENTS

FORM 7: PRICE PROPOSAL

[**Instruction:** The cost proposal includes 1. Smart Parking Technology Implementation Cost; and 2. Anticipated Annual Ongoing Operations and Maintenance Cost. Please include all applicable taxes.]

1. SMART PARKING TECHNOLOGY IMPLEMENTATION COST:

SUBSCRIPTION	FEE $	ASSUMPTIONS
Smart Parking Technology Solution		
Other: (Describe)		
Sub-Total: Annual Subscription		
IMPLEMENTATION	**FEE$**	**ASSUMPTIONS**
Digital Asset Inventory		
Solution Implementation		
Back-office Dashboard		
Public Interface		
Integration*		
PayByPhone		
PayStation		
Eleven X Parking Sensors		
Spreadsheet Data (Weekly)		
Parking Permit**		
Parking Access and Revenue Control**		
Training		
Other: (Describe)		
Sub-Total: Implementation		
1st YEAR GRAND TOTAL: (1st YEAR SUBSCRIPTION, IMPLEMENTATION, OPERATION & MAINTENANCE)		

* Please provide either a lump sum cost or individual system integration cost.
** Please include general information as these are future systems that the City is considering.

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2. ANNUAL ONGOING OPERATIONS AND MAINTENANCE COST:

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

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

ATTACHMENTS

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.	

ATTACHMENTS

FORM 9: CUSTOMER REFERENCES

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

FORM 7: CUSTOMER REFERENCES

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

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

ATTACHMENTS

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

ATTACHMENTS

Attachment A: Professional Services Agreement

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

PROFESSIONAL SERVICES AGREEMENT

PSA 6/30/2020

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

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I.   SERVICES BY CONSULTANT

    A.   The Consultant agrees to perform the services described in Attachment _ to this Agreement, which attachment is incorporated herein by reference.

    B.   All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II.   COMPENSATION

    A.   The total compensation to be paid to Consultant for these services shall not exceed $_____, as detailed in Attachment _____.

    B.   Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

    C.   The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

    D.   The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.

    E.   Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual

receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

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

IV. OWNERSHIP OF WORK PRODUCT

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

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

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

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

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other

data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

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

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

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

V.   GENERAL ADMINISTRATION AND MANAGEMENT

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

VI.   COMPLETION DATE

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

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

VII.   SUCCESSORS AND ASSIGNS

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

VIII.   NONDISCRIMINATION

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

ATTACHMENTS

other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX.   HOLD HARMLESS/INDEMNIFICATION

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

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

X.   LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with

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

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

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

5. <u>Network Security (Cyber) and Privacy Insurance</u> shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by or on behalf of the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

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

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

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance

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

XI.   SAFEGUARDING OF PERSONAL INFORMATION

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 B** '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.

ATTACHMENTS

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.

ATTACHMENTS

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

CONSULTANT: CITY OF KIRKLAND:

Signature: Signature:

Printed Name: Printed Name:
                                                (Type City Staff Name)

Title: Title:

Date: Date:

ATTACHMENTS

Attachment B: Non-Collusion Certificate

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

NON-COLLUSION CERTIFICATE

STATE OF ———————————)

                                          ss.

COUNTY OF_____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

Smart Parking Technology Implementation

_____

_____
                      (Name of Firm)

By: _____
                   (Authorized Signature)

Title _____

Sworn to before me this_____day of_____,_____ .

Notary Public

CORPORATE SEAL:

ATTACHMENTS

Attachment C: Non-Disclosure Agreement

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

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this _____ day of _____, 202__, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____ , a __ <Corporation/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 Information[1]") 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.

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[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.

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

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