



City of Kirkland

Request for Proposal

Capital Project Management and Planning Software

Job #32-23-PW

Issue Date: August 30, 2023
Due Date: September 27, 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:

Capital Project Management and Planning Software Job # 32-23-PW

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

Proposals received later than **4:00 p.m. on September 27, 2023** 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 Opportunities tab found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by 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 August 30, 2023

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

Published in the Daily Journal of Commerce on August 30th and September 6, 2023

City Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 92,900. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

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

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

Background and Objective

The City's 2023-24 Capital Budget is \$138 million, with the budget for its 2023-2028 Capital Improvement Plan (CIP) totaling \$318 million. CIP Projects encompass five (5) capital funds with costs projected out six (6) years and are currently overseen by 14-16 project managers. A summary of the CIP can be accessed at the City website: [2023-2028 Capital Improvement Plan](#).

The City currently relies heavily on traditional file documentation, including Microsoft Word, Excel and Outlook to track project tasks, schedules, budgets and resources. Due to the growing size and complexity of the City's capital program, this decentralized method makes it difficult to efficiently manage projects, maintain consistent documentation, and ensure seamless collaboration among various departments and stakeholders. The City is seeking a web-based software solution for its capital management needs to enhance overall efficiency in executing construction projects, streamline communication and improve project visibility.

The objective for this RFP is to find an integrated, hosted "off the shelf" or "out of the box" unified software solution for longer-term capital project planning, budgeting, and management that meets the City's requirements to develop, manage, and report on the City's capital plans for parks, transportation, facility, technology, and utilities. The software will be used to manage all aspects of capital improvement projects, including budget tracking, reporting, document management, scheduling, progress tracking, and review and approval of documents such as RFIs, Submittals, invoices, etc.

Key functionality that is being sought:

- Multi-year capital planning spanning the full life cycle of capital projects. The City's capital program is planned and managed in 6-year increments.
- Budget forecasting and tracking of actuals, while maintaining a reliable audit trail

- Efficient consolidation and management of project documents
- Adds transparency and efficiency to meet regulatory and compliance needs
- Analytics of capital spending to enable data-driven decision making
- Risk management
- Out-of-the-box reporting, including dashboards
- Easy-to-use mobile interface
- Configurable to meet the specific needs of the City's capital improvement program
- Accommodate future growth
- Ability to pull and push data from the City's Financial (ERP) system

The preferred vendor shall have experience in successfully implementing its software for local government agencies of similar size or larger than the City. The vendor must have the capacity to access implement, and commission the software, including development of user acceptance testing, system integration, and connectivity to existing resources along with providing support services.

Performance Schedule

- The term of this Agreement shall be for one year after the contract is signed and will automatically renew annually unless either party notifies the other in writing at least 30 days in advance. The City will be able to terminate the contract at any time after the first year with 90 days written notice.
- The goal is for the new software to launch in the first quarter of 2024 for project management use and to be used for the 2025-2030 CIP planning process beginning in March 2024.

Minimum Requirements

This RFP process seeks to find the best overall solution for the City. Overall, the project software system must provide the following:

1. Compatibility with the City's technology infrastructure.
2. A complete commercial "off the shelf" or "out of the box" solution that has been successfully implemented for public agencies of comparable size and that follows best practices offered by the software.
3. Alignment with the functional requirements as defined in this RFP.
4. Requires no modification to base code and is configurable to meet the needs of the City, now and into the future.
5. Must be able to be a hosted (SaaS) solution.
6. Solution must receive standard updates including security updates with minimal to zero downtime.
7. 24x7x365 customer support with varying levels of response based on incident severity.
8. An intuitive interface and an easy learning curve to facilitate rapid adoption and minimize the need for external on-going training services.
9. A comprehensive library of standard reports and tools for end user ad hoc reporting and queries.
10. Knowledge transfer to City staff with access to online help and training for end users.
11. Single Sign-On (SSO) with Azure AD compatibility preferred.

12. Allow pre-defined workflows involving approvers/reviewers in multiple departments depending on type of item and originating department. Allow for primary and backup approvers/reviewers at each level. Allow email notifications to inform approvers/reviewers of pending approvals.
13. Provide role-based access to configure application including workflows.
14. Easy integration with other systems including the City's Financial System Tyler Munis Enterprise ERP.
15. Compliance with State of Washington accounting requirements including Budgeting, Accounting and Reporting System (BARS) and Government Finance Officers Association (GFOA) requirements.

Scope of Work

Kirkland is seeking a software package that will fulfill the following functions:

1. **Project Management and Tracking**
 - a. Robust project management capabilities, including project planning, cost estimation, scheduling, progress and financial tracking, and related reporting for multi-year capital projects.
 - b. Enables project managers to track project budgets, estimate costs, manage expenses, and monitor financial performance. Provide tools for cost estimation, cost tracking, and variance analysis.
 - c. Ability to support multiple projects and their interdependencies, including multi-level project structures, phases, tasks, and sub-tasks aligned with financial coding.
 - d. Ability to assign resources to tasks, track resource availability and utilization, and optimize resource allocation to ensure efficient project execution. Allow project managers to allocate personnel, equipment, and materials effectively.
 - e. Enable project managers to track project progress as defined by the schedule, milestones, and deliverables, provide real-time visibility into project status, track status of tasks, pending activities, and overall project performance.
2. **Capital Planning and Forecasting**
 - a. Allow for budget planning, forecasting, and tracking for individual projects and all projects within or across fund(s).
 - b. Create forecasting models to estimate project expenditures and revenues, timelines, and funding requirements for future years. Allow the user to create multiple scenarios to assess the impact of different assumptions on the budget.
 - c. Monitor expenditures and provide real-time updates on project costs and revenue, and overall impact to projects and City funds.
3. **Document Management**
 - a. Provide a centralized document repository for storing project-related files, including contracts, permits, drawings, specifications, and change orders.
 - b. Version control and document sharing capabilities for collaboration among project stakeholders.
 - c. Document tracking and audit trails for accountability and compliance purposes.
4. **Communication and Collaboration**
 - a. Communication and collaboration tools to facilitate teamwork and communication between project stakeholders, including project managers, team members, contractors, and other stakeholders.

- b. Features such as discussion boards, chat functionality, and notifications to enhance collaboration and ensure effective communication are preferred, but not required.
 - c. Workflow automation and approval/review processes for streamlined decision-making.
 - d. Offer an intuitive, easy-to-use mobile application, enabling project managers and team members to access project information, update tasks, and collaborate on the go.
5. Risk and Change Management
- a. Tools to assist in identifying, assessing, and managing project risks.
 - b. Allow project managers to document risks, assign risk owners, track risk mitigation actions, and generate risk reports.
 - c. Include features for conducting risk assessments.
 - d. Facilitate the identification, tracking, and resolution of project issues, as well as the management and tracking of change requests.
6. Reporting and Analysis
- a. Reporting and analysis tools to provide insight into the budget and project performance.
 - b. Pre-built reports as well as configurable reports and dashboards to track real-time project progress, budget status, and resource utilization.
 - c. Data analytics capabilities that enable insights into project performance, trends, and opportunities for improvement.
 - d. Allow the user to generate reports on budget variance, budget to estimates and actuals, project status, and other key performance indicators. It should allow the user to export reports in various formats, such as PDF, Excel, or CSV. It should support GFOA compliant reporting capabilities aligned with best practices.
7. Integration and Scalability
- a. Ability to integrate with other systems used in the organization, such as the City's Financial (ERP) system, including document management, and GIS systems.
 - b. Configurable to meet specific program and project management requirements of the City, including modifying workflows and processes.
 - c. Scalable to accommodate program growth and changing needs.
 - d. Ability to manage multiple projects simultaneously, with the ability to prioritize and shift resources across projects as needed.
8. Access Control
- a. Role-based access to screens, features, and data.
 - b. Pre-designed workflows for approvals with clear audit trails.
9. CIP Development & Publication
- a. Platform to create, populate, and update project summary and detailed sheets for funded and unfunded capital projects in the 6-year CIP. Sheets should include proposed/approved funding by year, location, description, maintenance needs, and relevant figures.
 - b. Configurable to meet the City's specific needs, easily updatable, reflecting the most up-to-date funding information for each project.
10. Support and Maintenance
- a. Robust support and maintenance plan to ensure that it remains functional and up-to-date.

- b. The plan should include regular updates, bug fixes, and user support.
- c. Availability of comprehensive training resources, user manuals, and online tutorials.
- d. Technical support and troubleshooting services.
- e. Regular software updates and maintenance.
- f. Disaster recovery measures to retrieve City data if needed.

11. Security

- a. Sound security policies, procedures and controls with annually conducted third-party vulnerability scans and penetration tests
- b. PCI / SOC 2 compliance required
- c. Regular system back-ups with well-vetted disaster recovery policies to protect the integrity of the City’s data and allow for access to the data in the event of an emergency.

Preliminary Timeline

The procurement schedule for this project is provided in the following table. The City reserves the right to adjust this schedule as necessary. The City’s target date for full implementation of the project is March 2024, to allow for the development of the 2025-26 Biennial Budget.

Milestone	Deadline
RFP Issue Date	August 30, 2023
Submit Questions Regarding RFP	September 13, 2023, 4:00 p.m.
City Response to Questions Posted	September 20, 2023
Proposals Due from Participating Vendors	September 27, 2023, 4:00 p.m.
Evaluation Period – Interview & Demo	October 2-13, 2023
Contract Awarded	November 2023
Implementation Kick-off	January 2, 2024

Contract Requirements and Fees

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

1. Compliance with Law/City of Kirkland Business License

- 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.

2. Insurance

- Contractor’s insurance should be consistent with the requirements found in the sample agreement shown as Attachment A

RFP Components

Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant’s capabilities to satisfy the requirements of the request. Sections A to E are to be

submitted in PDF or MS Word format. Section F is to be submitted in PDF or Excel format. The Section F/Exhibit A information may be obtained in an Excel file by sending a request via e-mail to purchasing@kirklandwa.gov . The following format and content shall be adhered to by each firm and must include the following (presented in this order):

A. Executive Summary

An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Kirkland, Washington, and the office from which the project will be managed.

B. Project Team Expertise

Provide the qualifications of the proposed project team members, including identification of the project manager. Include specific experience in municipal government information technology management consultancy. Provide concise resumes for all staff to be assigned. Proposer must commit that the staff identified in its proposal will be assigned to this project.

C. Implementation Plan

1. Methodology(ies): This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
3. Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing the entire organization and positions of the proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
4. List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
5. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

D. Training, Support, and Documentation

Describe your training methods, support model and technical and end-user documentation.

E. Cost Proposal

Provide estimate of cost for initial and on-going proposed software, and other costs that may be incurred to train and implement, inclusive of Washington State sales tax; leasehold excise tax and any other applicable governmental charges. Include costs for CIP planning module as a separate cost component.

F. Exhibit A (The Section F/Exhibit A information may be obtained in an Excel file format by sending a request via e-mail to purchasing@kirklandwa.gov)

1. Company Information: Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.

2. **Related Experience:** Describe recent (within the last 5 years), directly related experience. The City reserves the right to contact any organizations or individuals listed.
 - a. Provide a minimum of 3 examples of successfully assisting municipalities or other governmental agencies implementing CIP Project Management and Budget solutions.
 - b. Discuss past integration projects that included Munis Enterprise ERP, GIS or similar applications, and how such integration was accomplished. If you have direct experience integrating with the application listed, please indicate such.
3. **Product Information:** Provide the product name, version number, application hosting details, licensing model, and license renewal frequency.
4. **Product Features:** Follow the instructions in the “Product Features” tab of **Exhibit A** to indicate if the proposed software has the requested functionality, capability or feature.

Proposal Submittal Instructions

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

1. **All proposals must be received by email no later than 4:00 p.m. on September 27, 2023.**
2. Emailed proposals should include, “Project Management Software – Job # 32-23-PW ” in the subject line and be addressed to purchasing@kirklandwa.gov.
3. Complete Proposals include the information required in Section A to E of the RFP Components, submitted in PDF or MS Word format, and Section F in Excel format. Submissions cannot exceed 20MB.
4. 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.
5. To be evaluated, a proposal must address all requirements and instructions contained within.
6. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Jessica Clem, Senior Financial Analyst at jclem@kirklandwa.gov. No oral questions, whether in person or by phone, are accepted. Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted before 4:00 PM on September 13, 2023.

Selection Criteria

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

RFP Evaluation Criteria	Points (Maximum)
Software Functional Requirements Alignment	30
Implementation Plan	15
Project Team Expertise and Related Experience	15
Training, Support, and Documentation	10
Cost Proposal / Best Value	30
Maximum Points	100

Selection Process

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant. As part of the selection process, City may have the finalists submit responses to a questionnaire on technical, operational, and security issues.

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

Contract

The Consultant and the City will execute an Agreement for Project Management Software including all of the requirements found in the sample agreement shown as Attachment A.

Information Technology Requirements:

The City's Information Technology department will conduct a security review prior to the contract being signed.

Supplier agrees to comply with all provisions of the current City of Kirkland security agreements (e.g., IT Cloud Vendor Security Agreement, IT Non-Disclosure Agreement and the IT Vendor/Consultant Network Access Agreement), published by the Department of Information Technology as are pertinent to Supplier's operation. These are shown in Attachment B.

Terms and Conditions

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard 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 Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer

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

DBE Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Federal Debarment

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



PROFESSIONAL SERVICES AGREEMENT
Attachment A
Project Management Software

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 term of this agreement shall commence on the date this agreement is fully executed and shall continue for one (1) year after the date hereof. This agreement shall automatically renew for an additional year unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this agreement. The City may terminate the agreement after the first year with a ninety (90) day written notice.

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

IX. HOLD HARMLESS/INDEMNIFICATION

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

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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.

XIII. FUTURE SUPPORT

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

XIV. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this

Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XV. EXTENT OF AGREEMENT/MODIFICATION

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

XVI. ADDITIONAL WORK

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

XVII. NON-ENDORSEMENT

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

XVIII. NON-COLLUSION

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

XIX. WAIVER

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

XX. ASSIGNMENT AND SUBCONTRACT

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

XXI. DEBARMENT

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

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.

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: _____

IT Cloud Vendor Security Agreement

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

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

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

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

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

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

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

Definitions:

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI): Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

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

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

Options:

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

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

Option 2: Vendors can agree to follow the following security best practices:

1. All customer data will be stored on servers physically located in the United States.
2. All customer data will be stored in a location with reasonable physical controls where data will not be visible to anyone not covered by this policy.
3. Access to data will only be provided on a need to know basis in order for the vendor to complete this work.
4. Data will not be shared with an outside third party without explicit written consent of the City.
5. Data will be encrypted prior to and during any transfer from one location to another.
6. Data will be disposed of appropriately, including shredding or burning of any printed versions and destruction or secure erasure of any electronic medium on which data has been stored.
7. Vendor agrees to the appropriate internal certification for vendor staff who access the data (for example, PHI must only be handled by vendors who have HIPPA training).
8. Vendor staff with access to City of Kirkland data covered by this policy must pass a criminal background check prior to accessing that data.
9. Vendors must perform internal and/or external security auditing on a regular basis that is no less common than once per year.
10. Vendors shall abide by the following policies for passwords:
 - a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
 - b. Passwords must be changed every 90 days.
 - c. The same password cannot be re-used within twenty password changes.
 - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
 - e. Passwords must not be shared among vendor staff.
 - f. Vendors should not use the same passwords for city and personal needs.
 - g. Other password protected systems will comply with above network login password policy when technically possible.
11. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network, within 24 hours of identifying the security incident.
12. In the event of a data breach, Vendor must have an internal policy to provide for timely forensic investigation of affected and related servers and must follow all state, local, and federal requirements for notifying individual's whose PII or PHI has been or may have been breached.

13. Vendor's servers must be patched on a regular and timely basis with all security-related patches from application and infrastructure vendors.
14. Data must be kept in at least two different physical locations. One location can be in a compressed format (e.g. as a backup file).
15. Vendor must enable logging as follows:
 - a. Logs are enabled for common third-party applications
 - b. Logs are active by default
 - c. Logs are available for review by the City of Kirkland for up to one year
 - d. Logs are retained for up to one year

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

Description of any area where vendor is requesting a waiver, an agreement to a different method, or any other change to this policy:

A breach of this Security Agreement also constitutes a breach of any agreement to which it is appended and the City may terminate either or both because of such breach as soon as it must to mitigate that breach or others that may then be apparently forthcoming. The City agrees to work with the Vendor to avoid such termination if reasonably possible but protection of the information held by the Vendor cannot be compromised in the process.

Description of data in the Vendor's care (attach additional sheets if necessary):

Is this an addendum to an existing or new contract (Y/N): ____

If yes, name and duration of contract: _____

City business person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

City IT person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

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



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.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.

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.

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.

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: _____



[VENDOR/CONSULTANT] NETWORK ACCESS AGREEMENT

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

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

WHEREAS, the [Vendor/Consultant] will be provided a City network login account(s) for Authorized Employees² for pre-approved City work.

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

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

² “Authorized Employees” means the [Vendor’s/Consultant’s] employees who need to access the City’s network to perform work (including, but not limited to product installation, updates, configuration, troubleshooting, etc.) requested by the City

limited to all systems that fall under the purview of the Criminal Justice Information Services (CJIS) policies.

8. The [Vendor/Consultant] agrees that, except in the case of an approved security audit and with prior written permission from the City, the [Vendor/Consultant] must not test, or compromise City computer or communication system security measures by any means, including but not limited to unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts. Such measures may be unlawful as well as serious violations of City policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without prior approval from the City, the [Vendor/Consultant] is prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.
9. The City agrees that they will provide an IT point of contact for the [Vendor/Consultant]. This point of contact will liaise with the [Vendor/Consultant] to help ensure they are in compliance with these policies and respond to other issues that may arise related to remote access.
10. The City agrees to provide the [Vendor/Consultant] with the required remote access to the City's network.

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

Signature

Signature

Name

Name

City of Kirkland

Organization

Date

Date

EXHIBIT A

Company Information	
introduction	
Company Address	
Website (URL)	
Contact Name	
Contact Phone	
Contact Email	
Introduction	
Year company founded	
Name of parent company (if applicable)	
Business Type <i>(if Public Corporation, provide stock exchange listing and listing code)</i>	
Geographic service area	
Minority/Women Owned Business?	
Number and Distribution of Full-Time Employees	
Total Annual Revenue (2021 and 2022)	
Regional Office to Service this Engagement <i>Address:</i>	
Has done business with the City in the past in any capacity?	

Related Experience

1. Provide three recent examples (within the past 5 years) of successful engagements for CIP Project Management and budgeting software implementation services and support to public sector organizations.

2. Discuss past integration projects that included Tyler Munis Enterprise ERP, GIS or similar applications, and how such integration was accomplished. If you have direct experience integrating with the application listed, please indicate such.

Engagement One

Client Name

Client Contact Person

Address

Telephone

E-Mail

Year of engagement

Duration of engagement

Brief Description of Project**Engagement Two**

Client Name

Client Contact Person

Address

Telephone

E-Mail

Year of engagement

Duration of engagement

Brief Description of Project

Engagement Three

Client Name

Client Contact Person

Address

Telephone

E-Mail

Year of engagement

Duration of engagement

Brief Description of Project

Integration Experience

Product Information

Product Name	
Version number	
Licensing model (<i>Indicate if license is for named users, concurrent users, or otherwise explain</i>)	
License renewal frequency	
Application hosting	

Instructions: For each item in this worksheet, please indicate if the proposed software has the requested functionality, capability, or feature. Please provide details in the comments where applicable.

Yes - Meets the requirements out-of-the-box with no additional customization of the application during implementation beyond any such capability built-into the system that trained/knowledgeable end-users can facilitate.

No - Does not meet the requirement or negligibly meets the requirement to the extent that extensive implementation customization of the application or use of other applications is needed to meet the need.

Custom - Can meet the need with customization, either through built-in functionality or during implementation. Please provide details as the level of effort required to do the customization and any associated costs not included in the proposed cost of the solution.

Item	Product includes this functionality, capability, or feature? (Y/N)	Vendor Comments
<u>Robust search features:</u> Provides capabilities to search on project, phase, tasks, sub-tasks, comments, request forms, reports, or files and folders within the workspace.		
<u>Document Management:</u> Provides a means to link projects to externally stored document (e.g., within SharePoint, GIS system, networked drive, etc.) to individual or across multiple projects, or otherwise enables some form of file upload/linking/sharing inclusive of photos or images.		
<u>Communication and Collaboration:</u> Ability to facilitate communication and collaboration among team members, stakeholders, and contractors involved in the project.		
<u>Customization:</u> Allows configuring custom/user fields as well as adding/updating custom status for projects, phases, tasks, or issues based on teams or the nature of the work and provides a means to set data types for data entry validation		
<u>Custom Coding:</u> Allows adding/updating City financial coding for funds, general ledger coding, journal entry coding, task coding, etc., through direct data entry or data import.		
<u>Integration:</u> Ability to integrate with other software solutions used by the capital improvement program, such as financial management & GIS software.		
<u>Data Entry Validation and Error Checking:</u> Validates/does error checking on fields allowing data entry to verify data type, data format, etc., as well as checking for entry into required fields, warning users of invalid/missing entries and allowing for correction prior to the system processing entries into system's database.		
<u>Data Import Validation and Error Checking:</u> Reports out issues with any data import into the system which would include indication of source of the error such as missing coding for a project or inappropriate values, incorrect data types, etc.		
<u>Pre-Built Reports:</u> Provides a catalog of standard report templates such as Tasks Completed Report, Time Tracked Report, Burn Rates, Time Estimated Report, Worked On Report, Budget to Actuals Report, Estimates to Actuals Report, and more. Vendor must provide a comprehensive list of available standard reports.		
<u>Financial Tracking and Reporting:</u> Provides tracking/reporting of financial/budget information (expenditures, revenues, fund balance, restricted fund use, project budgets/costs incurred, etc.) at the fund level as well as within/across projects, project phases, project tasks, etc., based on City Financial coding including scenario or alternative outcome modeling.		
<u>Custom Reports:</u> Provides a report builder to create custom reports that are tailored to meet unique requirements and, optionally, facilitates use of third-party tools such as Microsoft SQL Server Reporting Services to extend reporting capabilities.		

<p><u>GFOA Compliant Reporting:</u> Supports GFOA compliant reporting capabilities aligned with best practices, either through default/built-in reports or through customized reports, with reports rolling up/detailing by fund, fund source, category, priority, strategic goal, geographic location, etc., within a budget year and budget biennium, as well as across multiple years aligning expenditures to revenues sources in the same period.</p>		
<p><u>Budget and Cost Estimation:</u> Supports project cost and budget estimation including calculating labor, contractor/vendor, land/right-of-way, land purchase, construction, and other costs at a task and phase level with roll-up by project and across projects within a fund, and tied to the City's financial coding</p>		
<p><u>Budget and Cost Estimation:</u> Enables creating/updating a table of standard costs for labor, materials and consumables, contracts, etc., that can be used in developing project estimates, including the setting of escalation or inflation rates for future year calculations and other related constants.</p>		
<p><u>Budget and Cost Estimation:</u> Finalizes cost estimates and budget estimates through a workflow approval process, including "locking" of the final approved budget amount for a project within a given biennium.</p>		
<p><u>Capital Document Preparation:</u> Allows for the creation of budget related documentation and reports containing relevant project information (e.g., project name, project description, project location via map image, expenditures, and revenues by year, etc.) over a six year or longer planning horizon, with the capability to produce "budget book" pages per project and across funds for distribution/presentation to stakeholders for review/approval.</p>		
<p><u>Fund Balance Calculation/Updating:</u> Enables input of initial fund balance (either through data import or financial system integration) related to project groupings and accommodates both automated and manual adjustments based on actual and estimated expenditures and revenues.</p>		
<p><u>Project Management:</u> Ability to setup/update/manage individual projects with related sub-projects or associated projects by related dependencies, linking to appropriate accounting codes and with roll-up reporting/viewing at project and sub-project levels in a multi-level structure aligning with the City's chart of accounts and costing structure, and assigning responsibility to a project manager.</p>		
<p><u>Project Management:</u> Allows creating tasks and subtasks assigned to pre-defined phases to break projects into actionable items and show additional steps to complete an overall task. Note tasks may be "standardized" based on the City's financial system coding, with the ability to add comments/notes to projects, phases, tasks, subtasks, etc.</p>		
<p><u>Project Management:</u> Allows for creating baselines for projects or provides a snapshot of projects at different moments to compare the progress to the original plan.</p>		
<p><u>Project Management:</u> Ability to manage the planning, design, construction, and post-construction phases of capital improvement projects. The software should have features such as the ability to produce Gantt charts, display resource allocations, and facilitate phase and task tracking.</p>		
<p><u>Project Management:</u> Allows setting up milestones to visualize checkpoints along the timeline of a project. A milestone can have a start and end date and a person assigned who is responsible for completing it.</p>		

<u>Expense and Revenue Management</u> : Allows comparing the planned vs. actual costs for a project, including displaying percentage of budget used/remaining, percentage of project time passed/remaining, and impact on total aggregate fund balance by funding source, etc.		
<u>Expense and Revenue Management</u> : Allows creating and tracking project-related expenses to capture the billable and non-billable costs for a project, and expenditures against different revenue sources such as bonds, grants, etc.		
<u>Expense and Revenue Management</u> : Allows creating and tracking of project-related revenue and their contribution amounts for a project inclusive of multiple funding sources and any restricted funding sources.		
<u>Workflows</u> : Allows creating forms for data input/update, search, project input/update, work requests, and other types of forms with conditional logic within a form an/or branching to other related forms to facilitate workflow.		
<u>Workflows</u> : Allows configuring workflow rules by combining multiple actions and conditional paths, preferably through a graphical user interface for design, to create workflows.		
<u>Workflows</u> : Facilitates creation of workflows specifically for cost estimate reviews/approvals and budget review/approvals		
<u>Workflows</u> : Includes configurable scheduled and event-triggered notifications such as daily tasks, completion of milestones, a project exceeding budget by X%, fund balance reaching a specified percentage of original total, etc., that are sent via email to responsible parties for action.		
<u>Workflows</u> : Allows configuring workflows to automatically assign and route requests to other users on completion of activities (e.g., such as project at-complete estimates to notify responsible parties that it is ready for review/approval, etc.)		
<u>User Roles and Permissions</u> : Includes role-based security that allows administrators to place users in roles that allow least privilege access to platform screens, reports and features.		
<u>User Roles and Permissions</u> : Allows configuring user types and permission settings to designate what individuals can do based on their role in the organization.		
<u>Scalability</u> : Able to scale to handle increasing amounts of data and users as the organization grows.		
<u>Scalability</u> : Able to handle multiple projects simultaneously, with the ability to prioritize and manage resources across different projects.		
<u>Support and Maintenance</u> : Robust support and maintenance plan to ensure that it remains functional and up-to-date, including regular updates, bug fixes, and user support.		