



# **City of Kirkland**

## **Request for Proposals**

### **TOURISM AND ECONOMIC DEVELOPMENT DIGITAL MARKETING PLATFORM**

### **Job # 16-25-CMO**

**Issue Date: March 14, 2025**

**Due Date: April 14, 2025 – 4:00 p.m. (Pacific Time)**

## REQUEST FOR PROPOSALS

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

### **Kirkland Tourism and Economic Development Digital Marketing Platform Job # 16-25-CMO**

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

Proposals received later than **4:00 p.m. on April 14, 2025** will not be considered.

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

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

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

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

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

**Dated this 14<sup>th</sup> day of March, 2024**

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

**Published in the Daily Journal of Commerce– March 14<sup>th</sup> and March 21<sup>st</sup>, 2025**

## OBJECTIVES OF THIS RFP

The purpose of this RFP is to solicit proposals from a solution provider (Vendor) demonstrating the requisite skills, willingness to collaborate, and technical capabilities to design, implement, enhance, and maintain a tourism and economic development digital marketing platform that meets the needs and timeline of the City of Kirkland, Washington (City).

The Digital Marketing Platform project aims to help accomplish the City's tourism and economic development goals of encouraging visitors to come to Kirkland, take part in local events, and patronize local businesses. The project also aims to increase the patronage of local businesses and events by existing members of the Kirkland community.

This project seeks accomplish its aims by enhancing the City's role as a Digital Marketing Organization (DMO) through a digital marketing platform that facilitates brand recognition, event programming, content creation, stakeholder support, ease-of-use, online relevance, visitor personalization, and accessibility compliance.

The primary project objectives are as follows:

- **Brand Recognition:** help integrate and refresh Explore Kirkland and Shop Local Kirkland branding within the marketing platform.
- **Event and Activity Programming:** provide consistent opportunities to participate in Kirkland's numerous community events and activities.
- **Content Creation:** provide a suite of tools that allow City employees to easily add, import, automate, edit, and organize written and visual content for display to the public.
- **Stakeholder Support:** help local business owners, event planners, and other economic collaborators to engage with City employees to develop and manage an online presence.
- **Ease-of-use:** provide a user experience that is intuitive for site visitors, economic collaborators, and City employees.
- **Online Relevance:** ensure that Kirkland's visitors and community members can find and are directed to the City's Tourism and Economic Development efforts.
- **Visitor Personalization:** create unique engagement funnels for visitors and community members that encourage sustained interest in the Kirkland community.
- **Accessibility Compliance & Quality Assurance:** ensure public-facing elements of the DMO marketing platform function properly and meet the highest possible WCAG standards.

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

## **BACKGROUND**

### **THE CITY OF KIRKLAND**

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

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

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.

### **EXISTING DMO PLATFORM**

The City utilizes SimpleView's suite of DMO tools and services to maintain **explorekirkland.com** (the City's primary online tourism presence). The City also utilizes SimpleView's suite to maintain **shoplocalkirkland.com** (the City's primary online local economic development presence).

The City uses the SimpleView suite to do the following:

**Content Management:** Add, edit, organize, and remove written and visual content on **explorekirkland.com** and **shoplocalkirkland.com** websites.

**Customer Relationship Management:** Create and manage business and other economic stakeholder accounts that provide relevant listings on both sites.

**Reporting:** Provides granular reporting based on CRM data including compliance, economic stakeholder preferences, contact information, and location data.

**Economic Stakeholder Extranet:** Facilitate economic collaborators to maintain and edit their business listings through a portal utilizing the CRM as a data backend.

**Events:** Add, manage, and display events as listings and within an events calendar.

**Blog:** Create and manage blog posts, including embedded video.

**SEO:** As a service, SimpleView provides regular assessment of site performance in the form of quarterly reporting, content suggestions, and minor site revisions to boost SEO and site traffic. SimpleView utilizes the City's existing metric tracking.

**Newsletter, Visitor's Guide, and Maps:** Allows site visitors to sign up for the City's events guide newsletter, download the City's Visitor Guide, and download relevant maps.

## **KIRKLAND CASH**

Kirkland Ca\$h is a community currency that can be spent only at participating businesses in the City of Kirkland. Kirkland Ca\$h was designed to support Kirkland's hotels and small businesses as an incentive to stay and shop in Kirkland. Moving forward, Kirkland Ca\$h is intended to provide a powerful tool to strengthen public-private partnerships, encourage philanthropic giving, support struggling sectors, and more.

Businesses elect to accept Kirkland Ca\$h when they create an SLK or EK account. Business listings on Shop Local Kirkland and Explore Kirkland indicate if a business accepts Kirkland Ca\$h.

## **CITY OF KIRKLAND WEBSITE**

The City of Kirkland's website ([kirklandwa.gov](http://kirklandwa.gov)) utilizes Granicus's OpenCities platform. Pages within the City's site link to **ExploreKirkland.com** and **ShopLocalKirkland.com**, however there are no integrations between the OpenCities site and the SimpleView sites.

The City has integrated Granicus's document management system to store and retrieve City business documents such as meeting agendas, meeting minutes, presentations, reports, etc.

The City will soon launch an AI chatbot that will answer natural language questions from the public using information it has gathered from the City's website.

## **CITY OF KIRKLAND PARKS AND COMMUNITY SERVICES WEBSITE**

The Parks and Community Services website ([kirklandparks.net](http://kirklandparks.net)) utilizes CivicPlus's REC1 platform to display a catalog of upcoming classes, events, and activities. Users can register to participate through the site. There are no integrations between the City's primary site and the parks site.

## **NEWSLETTERS**

The City utilizes Granicus's GovDelivery platform to send email newsletters. These newsletters provide information about City business, news, items of interest, municipal projects, community events, and economic development opportunities.

## **ACCESSIBILITY AND QUALITY ASSURANCE AUDITING**

The City utilizes SiteImprove's suite of tools to audit the City's website, Explore Kirkland, and Shop Local Kirkland. The audit results include accessibility compliance and quality assurance (broken links, site speed, too many redirects, etc.).

## **SCOPE OF WORK AND IMPLEMENTATION**

The City is seeking a Vendor or a Vendor team to implement a solution that will meet the City's requirements outlined in this RFP.

The City is open to solutions that establish and enhance the City as a DMO as well as incorporate the necessary functionalities for City employees, economic collaborators, and public visitors.

The City expects a proven delivery model with a supporting implementation plan and schedule. The implementation plan should be based on the proposer's best-practice implementation methodology and expert opinion. The City expects the implementation plan to involve articulated phases, or a similar approach based on the proposer's expert knowledge.

The City strongly prefers a product management approach for the implementation from discovery to deployment of the platform with the potential for future iteration.

The scope below should be used to guide proposers when proposing the implementation plan and pricing proposal for this RFP. The outline is not in order of execution; it is up to the proposer to suggest an implementation plan, project work plan, and schedule that reflect the outlined activities and the proposer's recommended activities and sequencing.

This scope of work is what the City believes it needs to be successful. However, the City expects each proposer to outline how such scope or additions or subtractions will be accomplished using the proposer's expert knowledge. The outline below is inclusive, but not necessarily an exhaustive list of requirements.

The City's expected requirements are as follows:

#### **A. Current State Assessment**

The Vendor should have a thorough understanding of Kirkland's Explore Kirkland tourism program, hospitality and business community, Shop Local Kirkland initiative, the City of Kirkland, the existing platform's capabilities, and the City's DMO goals. The Vendor should:

- Conduct interviews and/or other outreach to understand key issues and consumer / visitor engagement.
- Identify and evaluate the needs of the platform's additional stakeholders.

#### **B. Branding**

The Vendor must work with the City to integrate current tourism and economic development branding into the platform. Currently, the City envisions this as promoting Explore Kirkland as a primary brand and Shop Local Kirkland as a product or campaign within the Explore Kirkland site. The City may be open to working with the Vendor to enhance Kirkland's DMO branding.

#### **C. Digital Presence**

The platform must be able to present tourism and local shopping opportunities to the public. The City envisions this as a single, responsive website that can be easily used across desktop, mobile, and other device scenarios. The site must:

- Be easy to navigate quickly using both text and images.
- Be engaging and pique user interest.
- Provide a consistent user experience.
- Utilize a CDN or other technology to propagate changes to public facing content quickly.

#### **D. Event Programming**

Events are a major draw for the City's tourism and the City aims to increase public knowledge of upcoming events. The platform must provide an event promotion solution that:

- Displays a calendar of upcoming events.
- Allows City employees and economic collaborators to provide a summary of each upcoming event.
- Allows users to search for specific events or categories of events.
- Allows users to register for events.
- Allows users to share event listings via email and social media.
- Allows City employees and economic collaborators to quickly add event listings to the platform.

## **E. Activity Programming**

Kirkland's parks, waterfront, trails, art, and proximity to regional wineries are, in part, features that attract visitors. The platform must:

- Provide a function for listing, searching, and categorizing Kirkland's ongoing tourism opportunities and activities.

## **F. Content Creation and Management**

The platform and associated services must allow City employees and economic collaborators to easily provide engaging, relevant, and timely content. To do this, the platform must:

- Provide a content management system that allows City employees to intuitively update content throughout the site with minimal assistance from the vendor.
- Provide an intuitive method of adding and managing digital assets such as images, videos, and PDFs.
- Provide the ability to utilize high-quality images and video throughout the site.
- Allow City employees to moderate content through an approval process.
- Avoid requiring City employees to create HTML/CSS/JS code.

## **G. External Content Sourcing and Distribution**

Regularly updated content that facilitates external linking and visitor engagement is necessary to make a DMO website relevant and to attract visitors. The platform must be able to gather from and distribute to other platforms and channels. To accomplish this, the platform must:

- Contain an intuitive, well-organized blogging and news function.
- Provide an RSS feed of blog and news articles.
- Provide the ability to quickly integrate and embed video, audio, and social media content from both the City's social media accounts and outside sources.
- Provide the ability to display EK/SLK social media feeds.
- Allow users to share blog and news content from the site via email and social media.

## **H. Stakeholder Support**

Kirkland's economic collaborators are the focus of the Shop Local Kirkland program. Explore Kirkland is also buoyed by tourism-oriented stakeholders such as hotels, restaurants, and activity providers. To meet stakeholder needs, the City and these entities require the platform to:

- Provide a means for collaborators to create and manage a public-facing profile within the platform that includes written and visual assets.

- Provide a searchable, categorized index of stakeholder profiles (i.e., business listings).
- Provide an integrated map function in stakeholder listings to display stakeholder locations at the stakeholder's discretion.
- Provide a means for stakeholders to create and manage events within the platform.
- Provide City Employees with tools to manage an advisory and assistance service relationship with each stakeholder-as-customer (i.e., CRM).
- Provide City employees with reporting tools that allow granular reporting based on cross-referenced CRM data including compliance, economic stakeholder preferences, contact information, location data, and other functionalities.

## **I. Conversions**

Converting site visitors to Kirkland visitors and business patrons is a core goal of the City. The City envisions creating tourism conversion funnels that allow site visitors to imagine, plan, and/or gamify their trips to Kirkland. In addition, the platform should quickly move site visitors to engage with local economic collaborators. The platform should:

- Provide a visitor itinerary builder that includes events, activities, lodging, dining, and shopping/services, including date and time-based itineraries.
- Allow City employees to create suggested itineraries.
- Provide a “Digital Passport” that encourages visitors to engage in a variety of activities in Kirkland.
- Facilitate the Kirkland Ca\$h program by indicating which economic collaborators accept Kirkland Ca\$h.
- Point site visitors to the best means of engaging with each economic stakeholder.

## **J. Analytics and SEO**

Shop Local Kirkland and Explore Kirkland rank highly when users search for local events and hospitality opportunities. These search rankings need to continue to improve. Per current site trends, most visitors to the EK/SLK sites are looking for information about Kirkland's events. In addition, City employees need to be able to measure site success and ensure the content works and is relevant. The platform must:

- Be structured properly for search engine crawling.
- Optimize the site to prioritize event listings in external search results.
- Facilitate relevant linking to the platform from other sites.
- Provide actionable analytical site data that includes visitor navigation paths and conversion tracking.
- Either provide quality assurance auditing (broken links, too many redirects, etc.) or easily integrate with an auditing tool such as SiteImprove.

## **K. Accessibility**

The City of Kirkland must comply with State and Federal laws regarding accessibility. In addition, the City aims to make its digital experiences as equitable as possible for all users. The platform must:

- Use code, site, and page structure that complies with accessibility best practices as defined by the WCAG.



- Facilitates accessibility compliance for City employees and economic collaborators.
- Either provide accessibility auditing or easily integrate with an auditing tool such as SiteImprove.

#### **L. Migration**

Shop Local Kirkland and Explore Kirkland are vital programs. The City's DMO platform contains about 1000 economic stakeholder listings, many of which are the primary online presence for these businesses. The transition from the existing marketing platform to a new platform must be as seamless as possible for site visitors, City employees, and economic collaborators. As part of the implementation process, the Vendor must:

- Import relevant existing content from the existing marketing platform into the new platform.
- Transfer existing economic collaborator accounts and listings to the new platform.
- Transfer existing City employee accounts and map equivalent ACLs to the new platform.

#### **M. Training and Support:**

For the marketing platform to be useful, the platform's users must be able to access, understand, and engage with the functions of the platform. To do so, the Vendor must be capable of providing:

- Training sessions, documentation, and other related materials for both City employees and economic collaborators.
- Ongoing customer support for the platform.
- A service level agreement that addresses uptime, maintenance, and other issues that may affect the platform.

#### **N. Project Management and Delivery Controls**

The City expects industry-standard project management processes and controls, including financial controls:

- Project delivery model
- Project deliverable acceptance
- Project management processes and controls
- Project assumptions
- Key management artifacts:
  - a. Project management plan
  - b. Project schedule
  - c. Solution-provider resource schedule
  - d. Risk and issue management plan
  - e. Appropriate project controls
  - f. Appropriate financial controls
  - g. Quality assurance plan (artifacts, deliverables, and solution)
  - h. Project status reports/meeting schedules

## DELIVERABLES

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

- A tourism and economic marketing platform that aligns with the scope of work outlined in this RFP.
- Staff training sessions that include but are not limited to the content management, asset management, and stakeholder support aspects of the site.
- Resources including but not limited documentation and instruction to facilitate City employee-led peer and economic stakeholder training (i.e., train the trainer).
- Continuous support and maintenance to uphold the solution’s functionality and performance.

## BUDGET AND TIMELINE

Based on the scope of work outlined in the RFP, the proposed cost should reflect the level of effort and resources required to deliver a solution that meets the requirements. The City’s expectation is that the vendor to identify the appropriate budget and ongoing costs.

## SELECTION CRITERIA

The City will make a selection based on the evaluation of the written proposals. A selection committee will review all proposals, select finalist(s) and may conduct interviews prior to making the final selection of the Vendor. 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 weighted criteria:

Statement of Interest/Understanding	10 Pts.
Company background and prior experience/success	20 Pts.
Demonstration of Product and Project Management Ability	20 Pts.
Scope of work and implementation approach	20 Pts.
Timeline Length	10 Pts.
Ability to provide ongoing service	10 Pts.
Cost proposal	10 Pts.
<i>Total</i>	<i>100 Pts.</i>

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

## SUBMISSION REVIEW TIMELINE

The schedule for review of submissions and final selection of the Vendor is as follows:

March 14, 2025	RFP Opens for submissions
March 31, 2025 - 4:00 PM	Questions are due in writing
April 4, 2025	Responses to questions posted to City website

April 14, 2025 – 4:00 PM	Deadline for submission
April 15, 2025 – April 29, 2025	Submission evaluation period, <i>may include interviews</i>
May 5, 2025	Selected submission notified
Estimated: May 12, 2025	Kick off meeting

## 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.

## SUBMISSION CRITERIA

Potential Vendors (Proposers) should offer proposals that are prepared simply and provide straightforward, concise descriptions of the Proposer's capabilities to satisfy the requirements of the request. There is a **25 page limit** for submitted proposals.

### **Proposals must include the following:**

#### 1. A Brief Statement of Interest/Understanding

#### 2. A Description of Qualifications, including:

- Business experience.
- Relevant project specific experience.
- Company background information including time the Proposer has been in business.

#### 3. Work Plan:

- Work Plan including scheduling. Provide a well-conceived work and ongoing services plan establishing understanding of City's requirements and Proposer's ability to satisfy the requirements, schedule, customer service component, and approach. Proposers may also suggest technical, procedural innovations, or new concepts that have been used successfully on other engagements and which may provide the City with better service delivery. Proposals should outline the following details:
  - Work Plan and estimated Timeline with key deliverables, including business process reviews, tasks, and activities.
  - Proposed product and project management services, including role of the Product Manager and role of the Project Manager if proposed.
  - Proposed quality assurance procedures.

- Explain roles and responsibilities the City is expected to provide.
- Include an example training program and describe any on-site training needed for staff and other stakeholders and if any training will be done remotely.
- Provide a description of maintenance, hosting, support, and other continuing vendor-provided services that extend past the launch of the platform.

**4. Project Cost Proposal including:**

- A Cost Proposal for proposed platform and additional services which references key milestones and deliverables on the proposed Work Plan and the proposed Timeline.

**5. Examples of relevant projects:**

- Provide past examples of digital marketing and promotion platforms completed, preferably for other DMOs and government entities related to tourism and economic development.
- Provide three examples of successful, ongoing projects.

**6. References and Examples:**

- Please provide three Client references.

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

1. Proposals must be received by no later than 4:00 p.m. on April 14, 2025 (Pacific Time).
2. Proposals must be submitted by email. Emailed proposals should include “RFP 16-25-CMO - Tourism and Economic Development Digital Marketing Platform” in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov).
3. All proposals sent electronically must be in the form of a PDF document and cannot exceed 20MB.
4. Maximum page count for proposals is 25 8.5 X 11 inch pages or equivalent.
5. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

## **QUESTIONS:**

Questions regarding the scope of work and request for proposals should be submitted in writing and should be addressed to Chris Peterson, Web and Multimedia Specialist via e-mail at [cpeterson@kirklandwa.gov](mailto:cpeterson@kirklandwa.gov).

Questions regarding the RFP process should be directed to Jay Gewin, Purchasing Agent at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

The deadline to submit questions is 4:00 PM PDT on March 31, 2025. Responses to questions will be posted on the City's website on April 4, 2025.

## **CONTRACT**

The Vendor and the City will execute a Professional Services Agreement for the Tourism and Economic Development Digital Marketing Platform including all the requirements found in the sample agreement shown as Attachment A.

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

## **INVOICING**

Payments will be made upon submission of invoice, not to exceed twice per month for the project duration.

## **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 a proposer in preparing, submitting, or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion of this RFP or the project in entirety if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

### **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 Vendor 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 (DISADVANTAGED BUSINESS ENTERPRISE) PARTICIPATION**

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

## **FEDERAL DEBARMENT**

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database ( [www.sam.gov](http://www.sam.gov) ).



**PROFESSIONAL SERVICES AGREEMENT  
PSA 6/30/2020**

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

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

**I. SERVICES BY VENDOR**

- A. The Vendor 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 Vendor for these services shall not exceed the agreed upon service fees as detailed in Attachment \_\_.
- B. Payment to Vendor 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 Vendor 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 Vendor for any services not completed in a satisfactory manner until such time as Vendor 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 Vendor may terminate or suspend this Agreement at any time, with or without cause, by giving ninety (90) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Vendor pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Vendor may complete such analyses and records as may be necessary to place its files in order. Vendor 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. *Intellectual Property.* Customer acknowledges that Alli Connect and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, data, and other intellectual property rights (“Intellectual Property Rights”) in and to solutions developed under this Agreement (including all components thereof), and Alli Connect expressly reserves all rights not expressly granted to Customer in this Agreement. Customer shall not knowingly engage in any act or omission that would impair Alli Connect’s and/or its licensors’ Intellectual Property Rights.

*Customer Data.* Except with respect to Operational Data (as defined below), Customer retains ownership of all right, title and interest in and to all Customer Data.

- B. 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 Vendor will be at the sole risk of the City.
- C. The City acknowledges the Vendor’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 Vendor against all claims made against Vendor 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 Vendor.
- D. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Vendor and the City, and may be used as either the Vendor or the City sees fit, including the right to revise or publish the same without limitation.
- E. The Vendor 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 Vendor 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 Vendor 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 Vendor’s activities. The City may, at its discretion, conduct an audit, at its

expense, using its own or outside auditors, of the Vendor's activities which relate, directly or indirectly, to the Agreement.

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

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

**VI. COMPLETION DATE**

The estimated completion date for the Vendor's performance of the services specified in Section I is ongoing per the agreement.

Vendor will diligently proceed with the services contracted for, but Vendor 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, Vendor shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Vendor 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**

Vendor 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 Vendor 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 Vendor, 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.

Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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**

Vendor 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 Vendor'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 Vendor'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**

Vendor 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 Vendor'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 Vendor's insurance and shall not contribute with it.
2. The Vendor 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**

Vendor 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 Vendor before commencement of the services.

**F. Failure to Maintain Insurance**

Failure on the part of the Vendor 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 Vendor 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 Vendor from the City.

**G. City Full Availability of Vendor Limits**

If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

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

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

The Vendor shall make the Personal Information available to amend as directed by the City and incorporate any amendments into all the copies maintained by the Vendor or its subcontractors and agents. Vendor shall certify its destruction after ninety (90) calendar days and the Vendor shall retain no copies. If Vendor and City mutually determine that return or destruction is not feasible, the Vendor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Vendor shall notify the City in writing immediately upon becoming aware of any unauthorized access, use, or disclosure of Personal Information. Vendor shall take necessary steps to mitigate any harmful effects of such use or disclosure. Vendor 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.

Vendor agrees that prior to the Effective Date of this Agreement, Vendor will, at its expense, conduct or have conducted within the last 12 months, the following, and thereafter, Vendor 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 Vendor's security policies, procedures and controls;
- A vulnerability scan, performed by a Third Party scanner, of Vendor'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.

Vendor 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 Vendor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Vendor 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 Vendor activities except as set forth in this Agreement.

## **XIV. INDEPENDENT CONTRACTOR**

Vendor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Vendor 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. Vendor 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 Vendor or any employee of Vendor.

**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 Vendor 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 Vendor to supply services to the City, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor'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:

VENDOR: \_\_\_\_\_

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 SOC2 and FedRamp.

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

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

1. All customer data will be stored on servers physically located in the United States.
2. All customer data will be stored in a location with reasonable physical controls where data will not be visible to anyone not covered by this policy.
3. Access to data will only be provided on a need to know basis in order for the vendor to complete this work.
4. Data will not be shared with an outside third party without explicit written consent of the City.
5. Data will be encrypted prior to and during any transfer from one location to another.
6. Data will be disposed of appropriately, including shredding or burning of any printed versions and destruction or secure erasure of any electronic medium on which data has been stored.
7. Vendor agrees to the appropriate internal certification for vendor staff who access the data (for example, PHI must only be handled by vendors who have HIPPA training).
8. Vendor staff with access to City of Kirkland data covered by this policy must pass a criminal background check prior to accessing that data.
9. Vendors must perform internal and/or external security auditing on a regular basis that is no less common than once per year.
10. Vendors shall abide by the following policies for passwords:
  - a. 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 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:

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

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

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

If yes, name and duration of contract: \_\_\_\_\_

City business person responsible for contract and vendor management:

Name	Title	Department
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City IT person responsible for contract and vendor management:

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

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

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