

# City of Burien, WA



## Request for Proposal for Permitting Software

**PROPOSAL DUE DATE: October 21, 2020**  
**PROPOSAL DUE TIME: 4:00 PM**

## **REQUEST FOR PROPOSAL**

Notice is hereby given that proposals will be received by the City of Burien, Washington, for the selection and replacement of the permitting system.

The City of Burien is located at 400 SW 152<sup>nd</sup> St, Suite 300, Burien, Washington 98166. Any vendor providing permitting software and services under this contract shall comply with all federal, state, county and city codes or regulations applicable to such work.

Detailed information, including general terms & conditions, requirements, and response submittal requirements is provided within this RFP.

The City of Burien reserves the right to reject any and all submittals, and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposal (“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.

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## **SECTION 1 - INVITATION FOR PROPOSALS**

City of Burien, Washington (the City) is seeking to obtain proposals from experienced and highly qualified software firms (Proposer) for the acquisition and implementation of an Enterprise Permitting Software solution that satisfies all of the City's functional requirements. A detailed description of the products and services required are contained in Section 3, Scope of Work and Timeline.

It is the submitter's responsibility to deliver the document to the proper address by the assigned time. City of Burien accepts no responsibility for lost or misdirected submittals. The City is not liable for any costs incurred by the Proposer before issuance of a contract. All costs incurred in responding to this Request for Proposal are solely the responsibility of the Proposer.

Proposals submitted will not be considered public information until after the award of the contract to the successful Proposer. All materials submitted in response to this RFP become the property of the City of Burien, and will not be returned.

**Please refer to Section 5 for more details about submission requirements for this RFP.** Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

**SECTION 2 - BACKGROUND AND CURRENT SYSTEMS**

The City currently uses Harris Computer Systems permitting software, CityView. The version of the software in use is many versions behind. While CityView is generally adequate, it has numerous shortcomings in its current state that limit the ability to enhance our customer service through transparency, streamline our review processes amongst other departments and stakeholders, improve our reporting and analytical ability, manage project documents and public records, and integrate with GIS and other enterprise systems.

These shortcomings also affect the City’s usage of enhancements in MyBuildingPermit.com (MBP.com), a regional self-service portal that allows customers a one-stop shop for permits from numerous jurisdictions. Because of the lack of integration, customers are not able to take full advantage of the MBP portal such as online plan submittal and electronic plan review. The City would like to support a fully electronic process, and seeks a vendor solution that will augment or replace MBP.com that is fully interfaced to the new Permitting system, eliminating the need for manual data entry.

The City is also undergoing major technology initiatives including migrating to a new Electronic Content Management (ECM) system Laserfiche, implementing Microsoft Office 365, establishing an on-premises Esri ArcGIS Portal environment, upgrading Tyler Munis financials, processing changes in business licensing by moving to the Washington State Business License System (BLS), security enhancements to include implementing multi-factor authentication (MFA), and in general embracing cloud technology. The implementation of the new permit system should be in line with these initiatives with regards to scheduling and coordination.

The City has identified a number of new opportunities to improve its business processes through the use of more robust, web-enabled applications with a strong GIS-centric framework. The City wants to acquire a Land Permitting solution that will support the new business processes, such as electronic building plan routing and review applications, mobile field inspections, and a system that will interface with Tyler Munis ERP.

The City is interested in receiving responses from all qualified vendors who can meet the functional specifications as outlined in this RFP. All vendors, including incumbent vendors, are encouraged to respond and will be evaluated equally.

**City of Burien Metrics:**

Metric	Information
Population	51,500+
Operating Budget	Biennial 2019-2020: \$137.7 M
Parcels/Polygons	14,860

Addresses/Points	20,504
Estimated Users: Planning and Permitting, Code, Inspections, etc.	Concurrent: 25 Named: 40 Mobile - Field Inspectors: 10 (3+ Building, 1 Fire, 2 Public Works, 1 Code Enforcement)
Esri Map Layers	250+
Permit Volume per year	1,600 +/-

**Other Applications.** The following table lists some of the key applications used by the City today. Some of them require interfaces/ integration to the permitting system to support permit processing functions. The majority of these systems run on a Windows platform with an MS SQL backend. A key driver for selection of a new permitting system will be the ability to interface with or integrate to these applications (or similar applications of their type) where necessary.

Application	Modules - Function	Integrate/ Interface
Harris CityView v. 8.1 (2002) (will be replaced as a result of this RFP)	Permitting, LMS, Inspections, Code Compliance	NA
Esri ArcGIS Server 10.7.1	On-premises GIS (Internal users)	Yes
ArcGIS Online 10.6.1	Cloud-based GIS (external users)	Yes
GeoCortex	Internal and Public-facing GIS Map Viewer	Yes/Replace
Bluebeam	Electronic Plan Review	Yes
Adobe Pro	Electronic Plan Review (may consolidate on Bluebeam)	Maybe
Tyler Munis Financials	Financial Management	Yes
Laserfiche	Enterprise Document Management	Yes
Tyler Cashiering	Central Cashiering (implementation pending)	Yes
Mybuildingpermit.com (MBP.com)	Local Online Permitting Portal	Yes
Cityworks	Public Works, Asset Management, Time Entry	Consider
Washington State BLS	Business Licensing System	Yes
Microsoft Teams	Workforce collaboration tool	Explore

In addition, Excel spreadsheets, Word tables and form templates, Access databases, or other shadow systems are being used to manage information outside the CityView system. The vision of the City is to eliminate or minimize the need for the shadow systems within each department and rely on

technology to improve efficiencies and lower operating costs. Process improvement is expected to coincide with software implementation activities and the adoption of best practices wherever possible to optimize software utilization.

**Platform.** The City prefers the Microsoft technology stack and Web-enabled or Web-based systems without the need for Citrix, MS Terminal Services, or similar remote access technology for deployment. On-premises Client/Server platform deployment options are preferred, provided the vendor has a clearly defined Web strategy for all or parts of its solution so the City can migrate to a cloud deployment model at a later date. The City also requires support for virtual servers using VMware. The City will consider cloud-based solutions and has a preference towards the Amazon Web Services platform.

**Security.** It is expected that the new permitting solution will have tight security controls which meet regulatory compliance and audit standards. Preference is for role-level security to the menu and screen level; security should flow through to standard as well as 3<sup>rd</sup> Party reporting tools. Support for Microsoft Active Directory for single sign-on and federated ADFS is preferred for global security administration. The City prefers a system that supports multifactor authentication natively, or can leverage Duo for this function.

**Integration.** The City is interested in leveraging open integration tools that support a Microsoft Windows platform. The preference is for open API's, but other technologies such as .NET, Service Oriented Architecture, XML, Web Services, etc. will be considered. Prior experience with integration to the City's existing applications is considered a positive differentiator.

**Mobile Accessibility.** The City would like to standardize their mobile platform on iOS for field access to permitting and planning data. Mobile systems should have the ability to cache data from the server and allow data entry in the field without wi-fi connectivity, and re-synch data once wi-fi is available. The lack of this capability is considered detrimental. Mobile printing is a nice feature, but not required. The ability to email inspection letters to customers from the field is also important. Compatibility with Microsoft Always On VPN for mobile devices is required.

**Parcel Information.** The Assessor Parcel Number (APN) is the primary identifier of a parcel of land in the CityView permitting system. However, APN actually refers to a "taxable" entity and not necessarily the polygon of land on which that entity resides. Parcel numbers are assigned by King County, including official parcel ownership, sale and transfer dates, size and dimensions, and land value information. This information is available for import into the permitting system but is typically out of date. The City maintains the parcel attribute data, such as land use, zoning, permitting, entitlements, etc. The City would like to improve transfer of data between County and City systems

and manage temporary addressing until an APN is assigned.

**GIS Systems.** The City is using a combination of Esri's ArcGIS Server 10.7.1 on-premises, as well as ArcGIS Online 10.6.1 for geospatial data. The on-premises solution is used for internal GIS, hosting most of the City's map services. The ArcGIS online version is more of a vehicle for sharing geospatial data outside the agency. GeoCortex's Map Viewer is used in combination with the permitting system and GIS to support both internal and external queries of data. Permitting system queries point to the ArcGIS on-premises portal. The City is seeking a solution that allows for improved bi-directional integration with ArcGIS, with the ability to push permitting data to a map layer, as well as allow drill down from the GIS into the permitting system to initiate an activity, e.g. permit application, code case, event, etc. The GeoCortex viewer should be interfaced with the new permitting system if it does not offer a viable alternative. In addition, the new permitting system should allow the definition of an address based on a point or line for Right of Way Permitting, and GPS location of assets.

**Cashiering.** The City is in the process of implementing Tyler Cashiering for central cashiering. Currently most payments are entered into CityView. Online payments are received through MBP.com's payment gateway and hand-keyed into CityView due to a lack of integration. The City will be looking for integration with Tyler Cashiering through a near real-time interface from the permitting system, and would like to explore best practices for receipting with the deployment of the new permitting system. In the future the City may deploy an online payment self-service portal offered by Tyler in 2021 or 2022 timeframe. Interfaces to all online payment methods will be required in order to streamline cash receipting and provide real-time updates. The City would like to consolidate to as few payment systems as possible.

**Business Licensing.** The City currently performs a lookup into Washington state's online Business Licensing system (BLS) for a contractor's business license verification. Business licenses applied for as a part of the permitting process will potentially require a real-time interface between an application kiosk and the front desk to monitor incoming applications and verify business licenses have been receipted. In addition, the City would like to be able to link out from the permitting system to the BLS at the time of processing a permit application.

**eGovernment Strategy.** The City is looking for a solution with proven eGovernment portal capabilities including online permitting, plan submissions, service requests, and payment solutions to streamline the application and status notification process. The ability to access City services via mobile devices for both citizens and staff is anticipated with a new system, with staff access via iOS standards, and citizen access via apps, or device agnostic, as well as the ability to capture electronic signatures in the field for inspection sign-offs, citation issuance, etc. The City currently lacks mobile deployment solutions and plans on leveraging the new permitting system to support its requirements in this area.



**Reporting.** Reporting from the permitting system is currently limited and not user intuitive. Queries are difficult to build and maintain in order to have consistent results. Microsoft SQL Reporting Services is used for more complex report development but generally requires IT assistance. The City requires more user-friendly ad hoc query and reporting tools; a permitting system with features such as drill down to source entries and documentation from a map view or report would greatly improve query functionality. The City would like to leverage the features/functions of a new permitting solution to improve usability and data mining by all levels of users.

**Document Management.** The City currently uses Laserfiche for its enterprise document management. A replacement permitting system should provide functionality to store documents related to transactions within the system, as well as be able to link to or interact with other stores of documents and images. The preference is for a bi-directional interface with Laserfiche so documents and images can push or pull between systems. Laserfiche is the primary store for public-facing record requests.

**It is anticipated that the new permitting system and successful implementation will:**

- Position the City to meet its current and future strategic objectives.
- Make information easily and broadly available to internal and external consumers of data.
- Streamline the application and permit approval processes and eliminate bottlenecks.
- Minimize manual processes, reduce paper, and increase usage of automation wherever possible.
- Automate manual tasks and improve permit efficiency.
- Minimize the use of shadow systems.
- Promote the adoption of best practices and the development of policies and procedures.
- Provide intuitive systems that are easy to navigate.
- Support query and reporting of data in the user's desired format.
- Support or compliment the desired technical architecture.
- Ensure integration with other systems through open API's and integration tools.

**SECTION 3 - SCOPE OF WORK AND TIMELINE**

The City intends to purchase an integrated permitting that includes the following specific modules and functional areas:

Modules/Functionality – Required	
▪ Land Management	▪ Public/Constituent Online Portal
▪ Permitting and Planning	▪ Mobile Applications
▪ Inspections	▪ Reporting and Query Tools
▪ Code Enforcement	

The City will choose a permitting system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP, and that provides an open system architecture that supports interfacing to other internal and external systems. The system must also allow for secure external access by consultants and service providers contracted by the City, as necessary.

The solution selected will be implemented using a phased approach or as recommended by the selected vendor and approved by the City. The City expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application’s best practices and the system’s ability to adapt to user preferences.

**Timeline**

The following defines the estimated timeline for the selection of a vendor. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

Activity	Dates
Release of Request for Proposal	September 21, 2020
Vendors Questions Submitted	September 28, 2020
Vendors Questions – Answers Returned and Posted	October 2, 2020
Proposals Due	October 21, 2020
Selection of Finalists	November 2020
Software Demos	December 2020 – January 2021
Due Diligence Review	January/February 2021
Contract Negotiations	January/February 2021
Award Contract	February/March 2021
Implementation Start Date	April/May 2021

## **SECTION 4 - EVALUATION PROCEDURES AND CRITERIA**

Evaluation of proposals will be based on a fair, impartial, and competitive selection process and will not be limited to price alone. Proposals shall be consistently evaluated based on the following competitive selection criteria:

- a. The proposed solution's functional fit to the City's requirements
- b. The architecture of the solution, including business continuity
- c. The vendor's experience and expertise, including proposed team qualifications
- d. The total costs of the solution
- e. References of both the product and the proposing Vendor
- f. The quality of the proposed work plan
- g. Additional items, including agreement with contract terms

The City has established a screening committee consisting of personnel from the appropriate City departments who will evaluate the proposals along with its consultants, SoftResources, to determine which proposals are most responsive and adherent to the requirements of this RFP. Tools such as Microsoft Teams, Zoom or GoToMeeting are encouraged as a means to meet virtually and augment the evaluation process where on-site or in person meetings are not feasible.

The City reserves the right to select a vendor based solely on the information submitted in the proposal and to make a contract award without any further discussion with the vendors regarding the responses received. Therefore, responses should be submitted initially on the most favorable terms available to the City from a price, contractual terms and conditions, and technical standpoint.

The City also reserves the right to conduct discussions with vendors who submit proposals. The City is not under any obligation to reveal to a vendor how a response was assessed or to provide information relative to the decision-making process.

**Notification.** Based on the evaluation of the proposals, the City will select a short list of approximately three vendors and invite them to participate in pre-demo meetings and software demos. The selected vendors will be notified via e-mail by the date indicated in Section 3.

**Pre-Demo Meetings.** The purpose of this meeting is to answer any questions about the demo script that will be provided by the City.

**Software Demos.** The functional and technical product demos will be presented to the City by the short listed vendors according to a pre-defined script issued by the City. All vendors must follow this script during their demo process. The evaluation criteria for the demo process will include adherence

to the script as well as the ability to successfully demonstrate the product's ability to meet the City's functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Vendors.

**Post-Demo Technical Evaluation.** In addition to scripted functional demonstrations, the City may request a more extensive technical demo. This demo will be scheduled on an as-needed basis for the short-listed vendors.

**Site Visits.** The City may conduct site visits to any or all of the short-listed software vendor's headquarters and/or references. These visits will be scheduled on an as-needed basis following social distancing guidelines as required by state or federal mandates. The City will likely hold virtual meetings in order to accomplish the objectives of the evaluation committee.

**SECTION 5 – VENDOR INSTRUCTIONS**

Please submit your RFP response by **October 21, 2020 at 4:00 pm** in the following format:

1. One (1) PDF copy of your entire RFP proposal in proper submittal order as specified in the table below.
2. One (1) Word copy of your response to the Requirements document.

**Email the proposal to:**

[informationsystems@burienwa.gov](mailto:informationsystems@burienwa.gov) by the due date and time specified above.

**Late submittals will not be accepted.** Responses transmitted directly to City of Burien Government electronically or by fax will not be considered.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

**Pre-Bidders Questions.** Questions regarding this RFP may be submitted to the City via email by the date indicated in Section 3. Email questions to [informationsystems@burienwa.gov](mailto:informationsystems@burienwa.gov). The City will address all questions and post them to the City’s website by the date indicated in Section 3 of this RFP. No formal Pre-Bidders Conference will be held.

**Proposal Response Format.** In order to assist in the fair and equitable evaluation of all responses, Vendors are being asked to **adhere to the specific response format** set forth below. Responses that deviate from the requested format may be classified as “non-responsive” at the discretion of the City and may be subject to disqualification. Marketing information will not be accepted in lieu of direct response to all requirements and questions.

Proposals should be organized and include the following sections and content:

Section	Description
1. <b>Cover Letter</b>	The Cover Letter should provide an executive summary of the Proposer’s products and services offered relevant to the scope of work described in this RFP. An individual authorized to bind the Proposer must sign the cover letter. Limit to 2 pages.
2. <b>Requirements</b>	Complete Requirements document (see Exhibit C) in accordance with directions set forth in Section 6. Each requirement line item must have a rating and a comment relative to how the function is met with the software. Submit in Word format using the template provided along with the RFP and <u>do not</u> make any changes to formatting of this document, e.g. by adding logos, changing fonts, inserting page breaks, layout, etc. Also do not convert from PDF to Word, but use the Word template provided with this RFP.
3. <b>Pricing</b>	Complete Pricing Summary using <b>Exhibit A</b> of this RFP. Indicate costs for software, implementation and maintenance. Pricing must be fully comprehensive and complete, including all taxes, and list

Section	Description
	<p>any available discounts or increases. Pricing must be valid for at least 180 days from response submission date. All one-time and recurring costs must be fully provided.</p> <ul style="list-style-type: none"> <li>a. <b>Software/SaaS Licensing:</b> Provide estimates for user counts defined in this RFP. Include individual pricing summaries for on-premises, SaaS, or hosted options if applicable. Two summary templates are in Appendix A for submittal of software licensing and SaaS pricing.</li> <li>b. <b>Implementation Services:</b> Including but not limited to implementation of the software, data conversion, system configuration, report development, testing, and training for all required software. If function or module is optional, list costs separately.</li> <li>c. <b>Maintenance:</b> Indicate the estimated total dollars and percent of software license cost plus any CPI changes that might be incurred in years 2 – 10. For SaaS, include annual maintenance costs for years 2 forward.</li> </ul> <p><b>Note:</b> Additional pricing information can be supplied if it clarifies or provides relevant detail to your estimate.</p>
<p><b>4. Implementation</b></p>	<p>Provide an overview of Proposer’s implementation methodology including:</p> <ul style="list-style-type: none"> <li>a. Project Plan: Sample Project Plan including Phases, Tasks and Timeline</li> <li>b. Recommendation for phased approach or go-live of all modules at one time</li> <li>c. City resources: Roles, responsibilities, average estimated time per month</li> <li>d. Proposer resources: Roles, responsibilities, average estimated time per month</li> <li>e. Documentation provided, e.g. comprehensive set of user, system, and management documentation. The City’s preference is that all documentation is available in electronic format rather than hard copy.</li> <li>f. Process improvement: Approach to process improvement through implementation</li> <li>g. Change management: Methodology and tools used</li> <li>h. Data conversion: Discuss experience, provide recommendations (e.g. preparation, number of years data for conversion, etc.), and tools/methodology used</li> <li>i. Testing Plan: Methodology and tools used</li> <li>j. Training: Methodology and tools used during Implementation, available post-go live, etc.</li> <li>k. Project governance: Work collaboration tools and governance</li> <li>l. Report development: Typical rate used for report development, and how many custom reports are included in the proposal</li> <li>m. Integration: Approach, tools, experience</li> <li>n. Post go-live support services, training resources, etc.</li> </ul>
<p><b>5. Support</b></p>	<p>Provide an overview of support services offered and recommended including but not limited to:</p> <ul style="list-style-type: none"> <li>a. User support – hours of service, after-hours support, 24x7 support, average/guaranteed response time, ticketing system used, resources available, escalation process</li> <li>b. System enhancements – approach to user enhancement requests</li> <li>c. Support for 3<sup>rd</sup> Party Partner applications if proposed</li> <li>d. Hosting or cloud services</li> <li>e. User groups and conferences, including groups in the Seattle area</li> </ul>
<p><b>6. Technology Overview</b></p>	<p>Provide an overview of the system technology and future strategic direction including :</p> <ul style="list-style-type: none"> <li>a. Options for technical architecture; hosted, on-premises, SaaS, etc.</li> <li>b. Hardware specifications for the proposed solution</li> <li>c. Mobile hardware and operating system specifications</li> <li>d. GIS integration – Esri 10.x Online or On-Premises</li> <li>e. Support for two-factor authentication (Duo currently used)</li> <li>f. Remote access capabilities, supported technologies and portals available</li> <li>g. Online data dictionary</li> <li>h. Escrow agreements</li> <li>i. Languages, structures or frameworks used e.g. .NET, SOA architecture, SQL, etc.</li> <li>j. Timing and frequency of software updates, e.g. scheduled release, automatic updates, etc.</li> <li>k. Multiple Environments – number and types supported and how they are utilized through implementation and post go-live</li> <li>l. System Back Up, Redundancy, Disaster Recovery Services</li> </ul>

Section	Description
7. <b>References</b>	Using the forms provided in <b>Exhibit B</b> , provide five public sector customer references that are similar in size and project scope to the City.
8. <b>Contract Performance</b>	Indicate if at any time during the past five years Proposer has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party.
9. <b>RFP Exceptions</b>	Specifically identify any exceptions to this RFP.
10. <b>Contract Samples</b>	<p>Provide sample contract documents that may include the following:</p> <ul style="list-style-type: none"> <li>a. Statement of Work</li> <li>b. Perpetual Software License or SaaS License Agreement</li> <li>c. Maintenance or Support Agreements</li> <li>d. Service Level Agreements</li> <li>e. 3<sup>rd</sup> Party Agreements</li> </ul>

**SECTION 6 – REQUIREMENTS**

This section includes instructions for completing the Permitting Requirements document (see Exhibit C). Please use the requirements Word template being provided as a separate file for submittal as Section 2 of your RFP response. This is not a comprehensive list of all of the City’s requirements, but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contracts.

For each item a ranking has been provided indicating the importance to the City. Rankings used are R for Required, I for Important, N for Nice to Have or E for Explore. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must **provide a rating and a comment for every item**. If the requirement does not pertain to the proposal being submitted, enter “N/A”. The comment should include a **brief explanation** of how the item is supported. **Please do not modify the format, font, numbering, etc. of this section or insert page breaks.** If a submitted RFP includes blank responses the document may be considered in violation and rejected. Use the following rating system to evaluate each requirement:

Rating	Definition
4	<b>Standard and available in the current release.</b> Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	<b>Meet requirement with minor modification.</b> Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
2	<b>Available with 3<sup>rd</sup> party software application.</b> Indicate name of the application recommended and number of installs jointly completed.
1	<b>Does not meet requirement and requires substantial system modification.</b> Indicate timing required and estimated cost of modification.
0	<b>Not available.</b> Software will not meet requirement.
F	<b>Future Release.</b> Requirement will be available in future release. Indicate anticipated release date: month and year.

**Sample Response Format:** Please use the format below when completing your response.

	General	Rating and Comment
R	1. Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	4 System logs all transactions and stamps them with user, date, time and before/after values. A report can be generated to review audit history.

**PLEASE USE “REQUIREMENTS.DOCX” FILE IN THE RFP PACKAGE AND INCLUDE IN YOUR RESPONSE AS A STANDALONE MS WORD DOCUMENT**



## **SECTION 7 – TERMS AND CONDITIONS**

### **7.1 RFP Amendments**

The City reserves the right to request that a respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

### **7.2 Rejection of Proposals**

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal and to accept any proposal deemed to be in the best interest of the City.

### **7.3 Proposal Validity Period**

Submission of a proposal will signify the vendor's agreement that its proposal and the content are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between the City and the successful vendor.

### **7.4 Contract Award**

A contract awarded as a result of this RFP and subsequent selection process shall be subject to RCW39.34 Interlocal Cooperation Act wherein other government agencies may purchase on the City proposal request, in accordance with the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price. The City does not accept any responsibility or involvement in the selection by other public agencies.

### **7.5 Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFP becomes a public record upon submission to the City, subject to mandatory disclosure upon request, unless the documents are exempted from public disclosure by a specific provision of the law.

### **7.6 Business License and Taxation**

The Vendor awarded the Contract will be subject to City of Burien Business License and Business and Occupation Taxes as presented in the Burien City Code. Questions about the City's Business License or taxes should be directed to City Hall at (206) 241-4647.

#### **7.7 Insurance Requirements**

Selected Vendor will comply with the insurance requirements as listed in the City's Sample Contracts included as Exhibits D and E.

#### **7.8 Equal Opportunity Requirements**

The City is an equal opportunity employer and requires that all Vendors comply with policies and regulations concerning equal opportunity.

No Vendor in performance of this agreement will discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.

#### **7.9 Other Compliance Requirements**

In addition to compliance requirements listed above, the Vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work.

#### **7.10 Hold Harmless**

The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Vendor's failure to provide worker's compensation coverage or liability coverage.

#### **7.11 Governing Law and Venue**

In the event of litigation concerning this RFP, the proposal documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

## Exhibit A PRICING SUMMARY

Using the template provided in this Exhibit provide summarized pricing information for your proposed solution for both On-Premises and SaaS options. Additional supporting documents may also be provided as supporting information to the summarized information on this page. Pricing must be fully comprehensive, complete, and list any available discounts. All one-time and recurring costs must be fully provided. This form will become the cover page to Section 3 of your RFP response. Additional backup documentation to support this summary may be provided.

<b>City of Burien</b>		
<b>Permitting Software Pricing Proposal – On-Premises</b>		
<b>25 Concurrent or 40 Named Users + 10 Mobile Users</b>		
Software	\$	
Required Modules/Functional Areas:		Assumptions/Comments
Land Management		
Electronic Plan Review (if applicable)		
Bluebeam interface (required)		
Permitting		
Inspections		
Code Enforcement		
Reporting/Query Tools		
Public/Constituent Access Portal		
Mobile Applications – Inspections, Code, etc.		
GIS Connector - Esri		
Taxes		
Sub-Total Software		
Implementation for all Required Modules		Assumptions/Comments
Implementation		
Data Conversion		
Training		
Report Development		
Integration		
Travel		
Other		
Taxes		
Sub-Total Implementation		
Recurring Maintenance		Assumptions/Comments, e.g. CPI Uplift per year
Year 1		
Years 2 through 10		
Estimated Taxes		
Sub-Total Maintenance		
Grand Total		Software, Implementation, Maintenance

<b>City of Burien</b>		
<b>Permitting Software Pricing Proposal – SaaS or Hosted</b>		
<b>25 Concurrent or 40 Named Users + 10 Mobile Users</b>		
<b>Software</b>	<b>\$</b>	
<b>Required Modules/Functional Areas:</b>		<b>Assumptions/Comments</b>
Land Management		
Electronic Plan Review (if applicable)		
Bluebeam interface (required)		
Permitting		
Inspections		
Code Enforcement		
Reporting/Query Tools		
Public/Constituent Access Portal		
Mobile Applications – Inspections, Code, etc.		
GIS Connector - Esri		
Taxes		
<b>Sub-Total SaaS, Year 1</b>		
<b>Implementation for all Required Modules</b>		<b>Assumptions/Comments</b>
Implementation		
Data Conversion		
Training		
Report Development		
Integration		
Travel		
Other		
Taxes		
<b>Sub-Total Implementation</b>		
<b>Recurring SaaS Fees</b>		<b>Assumptions/Comments, e.g. CPI Uplift per year</b>
<b>Years 2 through 10</b>		
<b>Estimated Taxes</b>		
<b>Sub-Total Maintenance</b>		
<b>Grand Total</b>		<b>Software, Implementation, Maintenance</b>

## Exhibit B

### Section 7 - Customer References, Existing Customers

Item	Proposer Response
<b>Client Reference No. 1 - Existing</b>	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Proposer	
Implementation Kick Off Date	
Go Live Date	
Rationale for including the specific reference	
Name of prior replaced/upgraded system	
<b>Client Reference No. 2 - Existing</b>	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Proposer	
Implementation Kick Off Date	
Go Live Date	
Rationale for including the specific reference	
Name of prior replaced/upgraded system	
<b>Client Reference No. 3 - Existing</b>	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Proposer	
Implementation Kick Off Date	
Go Live Date	
Rationale for including the specific reference	
Name of prior replaced/upgraded system	

## Exhibit B Customer References, Prior Customers

Item	Proposer Response
<b>Client Reference No. 1 - Prior</b>	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Proposer	
Implementation Kick Off Date	
Go Live Date	
Reason Reference is No Longer a Customer	
Name of prior replaced/upgraded system	
<b>Client Reference No. 2 - Prior</b>	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products / Services Provided by Proposer	
Implementation Kick Off Date	
Go Live Date	
Reason Reference is No Longer a Customer	
Name of prior replaced/upgraded system	

**Exhibit C**  
**Permitting Requirements**  
**Document**

**(See electronic template for response;  
submit as a separate Word document  
as Section 2)**

R = Required I = Important N = Nice to have E = Explore	<b>City of Burien</b> <b>Key Requirements - Permitting Software System</b>	
	<b>Vendor Background</b>	
	<b>2. Company</b>	
	▪ Company Name	
	▪ Contact Person Name and Title	
	▪ Contact Address, Phone, Email	
	<b>3. Company Information</b>	
	▪ Public vs. Private	
	▪ Year Founded	
	▪ Revenue and Income: Current and Prior Year	
	▪ Headquarter Office Location	
	▪ Nearest regional office to Burien, WA	
	<b>4. Vendor Employee Counts</b>	
	▪ Total	
	▪ Product Development	
	▪ Implementation	
	▪ Support/Help Desk	
	▪ Sales	
	▪ Administration/Other	
	<b>5. Number of Customers for Proposed Application</b>	
	▪ Total	
	▪ Total in US	
	▪ Total in the State of Washington	
	<b>6. Target Customer Profile</b>	
	▪ Target Industries	
	▪ Sizing – Users and/or Population	
	<b>7. Implementation Model: Direct or Partner</b>	
	<b>8. Version Schedule</b>	
	▪ Current version and release date	
	▪ Typical release schedule	
	▪ Number of prior versions supported	
	<b>9. Support Desk</b>	
	▪ Location	
	▪ Hours of Support	
	▪ Response Time – Guaranteed and Average	
	<b>Modules/Functionality</b>	



R = Required I = Important N = Nice to have E = Explore		City of Burien Key Requirements - Permitting Software System		
R	10. Land Management			
R	11. Permitting			
R	12. Inspections			
R	13. Code Enforcement			
R	14. Reporting and Query Tools			
Pricing Summary – On Premises Deployment				
	15. Software License: Permitting: 25 Concurrent or 40 Named Users Mobile: 10 Named Users (included in total Named above)			
	16. Implementation: Estimated total for installation, training, configuration, integration, etc.			
	17. Annual Maintenance: Indicate percent of software license (indicate if based on list cost or price paid)			
	18. Other Costs: 3 <sup>rd</sup> party software, optional modules, etc.			
	19. Total Year One Cost			
	20. Total Ten-Year Cost			
Pricing Summary – Cloud Deployment				
	21. Annual Software Subscription: Permitting: 25 Concurrent or 40 Named Users Mobile: 10 Named Users (included in total Named above)			
	22. Implementation: Estimated total for installation, training, configuration, integration, etc.			
	23. Annual Maintenance: If not included in the subscription cost above			
	24. Other Costs: 3 <sup>rd</sup> party software, hosting, optional modules, etc.			
	25. Total Year One Cost			
	26. Total Ten-Year Cost			
Rating R = Required I = Important N = Nice to have E = Explore		City of Burien Key Requirements - Permitting Software System		Response – Rating and Comment
		General		
R	27. Configurable role-based dashboards to present reports, tasks, notifications, etc.			
R	28. Audit Trail with user, date, time stamp throughout all modules. Before/after history is Important.			
R	29. User configurable menus, screens, fields and drop downs.			
R	30. User-definable customizable fields on screen forms or tab.			

Rating R = Required I = Important N = Nice to have E = Explore	City of Burien Key Requirements - Permitting Software System	Response – Rating and Comment
I	31. Type-ahead features that fill in a field after typing the first few characters.	
I	32. Field input masks to support uniform data entry into a field	
R	33. Define mandatory fields for data entry on screen form, Web form, mobile device, etc. Hide unnecessary fields is Nice to Have.	
R	34. View workload across departments, e.g. plan reviewers, inspectors, etc.	
R	35. Rules-based multi-level (concurrent, sequential, by permit type, department, etc.). Bi-directional is Important.	
R	36. Digital signatures for reviews, approvals, etc.	
R	37. Action or date-triggered alerts, flags and notifications.	
R	38. Global record repository – single data entry updates across all records, modules, and departments.	
R	39. Generate letters, mailing labels, emails, <del>faxes</del> , consolidated communications, etc. from the system.	
R	40. Configurable forms tools to create electronic permit applications, permit templates, etc.	
I	41. Ability to lock down historical fields as “read-only” (e.g. district, build date, original square feet, etc.).	
R	42. MS Office Integration with Word and Excel (mail merge, letters, data extraction, reporting, etc.).	
N	43. Spell checking to the field level, e.g. data entry, notes, etc.	
I	44. Microsoft Outlook integration e.g. email generation, calendaring of fire inspections, etc. Describe functions supported.	
R	45. Washington State Environmental Policy Act data (SEPA): filing date, level of review, contracted studies, notes, documents, etc.	
	<b>Technology</b>	<b>Response - Rating and Comment</b>
R	46. Run on VMWare virtual server environment (on-premises).	
R	47. MS SQL Server 2016 or higher (if on-premises).	
	<ul style="list-style-type: none"> <li>▪ Database: List % of installs by database</li> </ul>	
	<ul style="list-style-type: none"> <li>▪ Platform: List % of installs by platform</li> </ul>	
I	48. Web-enabled or Web-based architecture	

<b>Rating</b> R = Required I = Important N = Nice to have E = Explore	<b>City of Burien</b> <b>Key Requirements - Permitting Software System</b>	<b>Response – Rating and Comment</b>
R	49. Compatibility with Microsoft Always On VPN for mobile devices.	
R	50. Preference for on-premises, with hosted/Cloud option. If hosted AWS preferred.	
R	51. Support digital signatures on permits, inspection forms, code violations, etc. Describe hardware required for remote users.	
R	52. Role-level security capability.	
R	53. Single sign-on via MS Active Directory, federated ADFS.	
R	54. Multifactor authentication via Duo or similar (Currently using Duo).	
R	55. List integration technologies. Preference is for API's.	
R	56. Integration/Interface with the following solutions. Describe experience and method proposed.	
E	<ul style="list-style-type: none"> <li>• Tyler Cashiering – Centralized cashiering (future)</li> </ul>	
N	<ul style="list-style-type: none"> <li>• Cityworks – Asset and Work Management</li> </ul>	
I	<ul style="list-style-type: none"> <li>• BLS – Washington State Business Licensing System (contractor license verification)</li> </ul>	
R	<ul style="list-style-type: none"> <li>• GeoCortex – GIS map viewer</li> </ul>	
R	<ul style="list-style-type: none"> <li>• Esri ArcGIS Enterprise 10.7.1 – On-Premises GIS</li> </ul>	
R	<ul style="list-style-type: none"> <li>• ArcGIS Online – Cloud-based GIS</li> </ul>	
R	<ul style="list-style-type: none"> <li>• Tyler Munis – Financials</li> </ul>	
R	<ul style="list-style-type: none"> <li>• Laserfiche – Central document management, bi-directional preferred.</li> </ul>	
R	<ul style="list-style-type: none"> <li>• MyBuildingPermits.com (MBP) – online permitting portal</li> </ul>	
E	<ul style="list-style-type: none"> <li>• MS Teams – Citywide workforce collaboration tool</li> </ul>	
R	57. Bi-directional Esri GIS integration across all modules. Briefly describe the degree of Esri GIS integration.	
R	58. Scan and attach PDF, JPEG, TIF, DWG, and MS Office (e.g. Word, Excel) files to records throughout all modules.	
R	59. Describe Web/Portal functions supported for internal and external users, e.g. one-stop-shop to apply, submit plans, payments, schedule inspections, look up parcel data, submit complaints, zoning check, receive status notifications, etc.	
R	60. Define content that is posted to citizen portal.	

<b>Rating</b> R = Required I = Important N = Nice to have E = Explore	<b>City of Burien</b> <b>Key Requirements - Permitting Software System</b>	<b>Response – Rating and Comment</b>
N	61. Describe any built-in workforce collaboration capabilities across departments, e.g. instant messaging, etc.	
R	62. Describe functions supported by the use of mobile technologies for Permitting, Inspections and Code Enforcement.	
R	63. Support mobile devices running iOS (iPads, iPhones) for internal users. <i>Prefer external citizen mobile apps to be platform agnostic.</i>	
R	<b>Land Management</b>	<b>Response - Rating and Comment</b>
R	64. Central Property Record that includes references to Assessor Parcel Number (APN), project, permit, GIS coordinate, parcel, multiple parcels, area, boundary, etc.	
R	65. Access unlimited GIS layers (200+) across all modules including zoning, land use, infrastructure, districts, boundaries, etc.	
R	66. Launch a GIS query from permitting system, e.g. view development history, properties that touch flood area, critical areas, etc. with ability to save and refresh queries as needed.	
R	67. Import parcel, addressing and land use data from external or internal sources, e.g. county, real estate, CMMS, etc. Identify source, date last updated, etc.	
R	68. Capture City’s legal address plus associated internal addresses to a property (temporary, permanent, billing, permitting, parcel, etc.).	
E	69. Mailing address verification through USPS database.	
R	70. Convert temporary address record to final address and retain same record using unique identifier that remains with parcel.	
R	71. Capture parcel history including parcel changes, e.g. lot line adjustments, street name changes, subdivisions, zoning, date modified, editor, etc.	
R	72. Record and retain parcel genealogy: dates, parcel changes, street name changes, subdivisions, APN changes, CCRs, mitigations, building additions, remodels, structures (original + new), floor, suite/unit, base square footage, gross square footage, etc.	
R	73. Attach a permit to a line, point, or polygon on a map.	
I	74. Click on a parcel in GIS; drill into permitting system to see permitting and code activity, records, attachments, etc. or to initiate an activity, e.g. create a permit application, inspection, etc.	

Rating R = Required I = Important N = Nice to have E = Explore	<b>City of Burien</b> <b>Key Requirements - Permitting Software System</b>	<b>Response – Rating and Comment</b>
I	75. Explain addressing model. Preferably a hierarchical structure; parcel/building/floor/unit/suite, etc. including other structures.	
I	76. Google Earth integration for street level views, directions, etc.	
R	<b>Permitting</b>	<b>Response - Rating and Comment</b>
R	77. Unlimited permit categories (e.g. Public Works, Planning, Building, Fire, etc.).	
R	78. Single view of all activities across permit categories for a parcel, project, etc.	
R	79. Unlimited permit types and sub-types: building (residential, commercial), plumbing, electrical, re-roof, sign, flood plain, clearing and grading, zoning variances, fire sprinkler, etc.	
R	80. Right of Way permits with various sub-types such as annual lease permits, signs, subgrade work, utilities, etc.	
R	81. Combination permits – building, mechanical, plumbing, etc.	
I	82. Capture project and sub-project number on a permit.	
R	83. Capture multiple contacts and addresses for each permit e.g. property address, owner, contractor, architect, etc.	
I	84. Capture contact management data and activities including calls, emails, attachments, notes, user, date and time stamp, etc.	
I	85. Department-specific views of permit data or parameter search by permit case type.	
R	86. Add a technology fee as a % of select permit fees to invoices for some permit types, e.g. building, electrical, but not Right of Way.	
R	87. Mass update annual permit fees by %; exempt some fee types.	
N	88. What-if modeling of fees with increase or decrease by %.	
R	89. Define flat fees or calculated fees based on valuation of work to be performed by permit type.	
R	90. Select applicable permit fees from drop down menu.	
R	91. Accumulate franchise Right of Way permit fees to a utility; send to financial system for consolidated monthly billing.	
R	92. Rules-based retroactive fee calculations: Use grandfathered fees for permitting up to July 1; apply revised fee structure after that date. Track fee history.	

Rating R = Required I = Important N = Nice to have E = Explore	City of Burien Key Requirements - Permitting Software System	Response – Rating and Comment
R	93. Define if permit fees are collected up front, at issuance or combination, by case type/scope.	
R	94. Update fee tables based on user-defined formulas, effective dates.	
R	95. Electronically push updated fee tables and rules to MBP.com.	
R	96. Retain fee changes and fee schedule history over multiple years.	
I	97. Initiate an activity via embedded GIS parcel map e.g. launch a permit application, inspection, code compliance action, etc.	
R	98. Define internal activities or checklist by permit type to ensure all data is gathered, fees collected, and steps followed for completion before Certificate of Occupancy and Permit close is allowed.	
R	99. Central record ID number tied to land development or plan number, GPS coordinates, parcel, area, boundary, etc.	
R	100. Accept a GPS coordinate for “address” in undeveloped or right-of-way (e.g. utilities, sign location, etc.).	
R	101. Issue permits across multiple parcels e.g. condominium complex.	
R	102. Online application submittal checklist controlled by permit type.	
R	103. Review functionality to support permit pre-application process: review comments, schedule meetings, send correction letters, etc.	
R	104. Date and time tracking for permit processing activities by department; calculate time for each step and in between.	
R	105. Track billable man hours spent on permit activities, e.g. plan review, inspection, etc.	
I	106. System zoning check based on permit type with alert at entry, or block if address is not zoned for business type.	
R	107. Define rules-based workflow by permit type and sub-type; attach notes to review lines, attach supporting documents, etc.	
I	108. Link to State of Washington BLS web site to verify contractor licensing as part of permit workflow.	
R	109. Attach electronic documents, images, plans, etc. to a permit.	

Rating R = Required I = Important N = Nice to have E = Explore	City of Burien Key Requirements - Permitting Software System	Response – Rating and Comment
R	110. Provide alert and block specific permit release if unresolved issues e.g. no business license, expired license, outstanding unpaid fees, block electrical/not plumbing, etc.	
R	111. Rules-based auto-expiration of permits by type, e.g. XX days from issue date, reissue date, days since last inspection, etc.	
R	112. Alert or email notification when nearing permit expiration date (e.g. within 30 days); generate permit holder notification letter, launch email, send notification to customer portal, etc.	
R	113. Produce mailers, notifications, etc. based on polygon on map or buffer/radius, e.g. 500 feet.	
R	114. Manage all transactions related to developer deposits including initial deposit collected, draw down of deposit for transactions and repayment of deposit balance.	
N	115. Track, manage and report on internal development projects that include a project, sub-project, multiple activities, multiple permits, multiple parcels or addresses, related work orders, etc.	
E	116. Event permitting: manage multi-jurisdictional activities tied to an event, e.g. Saturday Market, including: pre-application, conditions of approval, permits required, approval workflows, status, fees collected, inspections, related complaints, code violations, street closures, signage, etc.	
R	117. Link related permits.	
R	118. Track and manage performance and surety bonds (Right of Way permits, short plats and subdivision development projects, etc.) including funds on deposit, fund type, applicable start and end dates, related inspections, notes, damages, draws, etc.	
R	119. System-generated notification when bonds are nearing expiration.	
R	<b>Plan Review</b>	<b>Response - Rating and Comment</b>
R	120. Interface with Bluebeam and Adobe Pro review and markup systems; capture data from concurrent plan review with visibility to all markup, comments by reviewer, corrections, etc. to generate corrections or approval letter in permitting system.	
R	121. Built-in electronic plan review and markup solution. Describe features/functions supported.	
I	122. Plan version control features.	

Rating R = Required I = Important N = Nice to have E = Explore	<b>City of Burien                      Key Requirements - Permitting Software System</b>	<b>Response – Rating and Comment</b>
I	123. Review GIS property boundaries, zoning, land use restrictions, development mitigation, etc. while reviewing plans.	
R	124. Rules-based workflow routing for plan approvals with visibility to approval queue (internal and external reviewers).	
R	125. Support system dashboard/in-box notification of pending plan reviews and due dates.	
R	126. Dashboard view of assigned tasks, notifications, status, etc. with drill down to conditions, reviewer comments, etc.	
R	127. Track received date, due date, and date completed, hours spent in review with ability to assess flat fees or hourly fees as needed for plan review (public works permits only), etc.	
R	128. Assign number of business hours/days for each review, estimate final review completion date, monitor and report on actual time against estimates, etc.	
R	129. Generate and distribute individual or consolidated Plan Review Letters and conditions of approval to applicants.	
I	130. Generate public hearing notices and signage including case number, applicant, location, SEPA determination, project description and GIS site map.	
R	131. Create buffer zone mailing letters/notifications with links to site plans for public hearings.	
R	132. Track and manage conditions on a parcel beyond related permit.	
R	<b>Inspections</b>	<b>Response - Rating and Comment</b>
R	133. Define multiple inspection types with sub-categories, number of inspections required by permit type, etc.	
N	134. Generate checklist or check box of steps required and completed by permit and inspection type.	
I	135. Describe available calendaring tools for inspection scheduling and lead times. Microsoft Outlook integration is Important.	
R	136. Rules based workflow for inspections with ability to add optional steps, e.g. external fire inspection.	
I	137. Schedule multiple inspections online in a single transaction.	
R	138. Import inspection requests from MBP.com.	
I	139. Available tools that flag duplicate inspection requests at time of entry, import from MBP.com, etc.	



Rating R = Required I = Important N = Nice to have E = Explore	City of Burien Key Requirements - Permitting Software System	Response – Rating and Comment
R	140. Flag residential permits that require fire inspection based on parameters, e.g. 3,600 square feet or greater, poor access, etc.	
R	141. Capture and bill standard hours or actual (whichever is greater) for inspections on Right of Way permits.	
I	142. Inspector routing and scheduling tools (a.m. and p.m.).	
N	143. Inspection route optimization and ETA estimation, e.g. via Google Maps integration.	
R	144. Group all inspections due at a site to allow multiple inspections in one visit (e.g. framing, plumbing, etc.).	
R	145. View current plans, correction notices, inspections due, permit status, etc. on mobile device.	
I	146. Customizable dropdowns to choose and populate correction notices with standard language, code descriptions, etc.	
R	147. Capture unlimited inspector notes and comments.	
R	148. Issue stop work order in the field, put hold on additional inspections until release.	
I	149. Create additional inspections (referrals, re-inspections), permits or sub-permits on the fly during a mobile inspection.	
R	150. Enter data remotely and store/sync via Wi-Fi (store and forward).	
R	151. Controls to prevent future dating of inspection results.	
R	152. Flag inspections as billable; generate invoices and process cash receipts or pass through to Munis financial system.	
N	153. Track performance data, e.g. number of inspections, time spent on an inspection by type, by inspector, etc.	
R	154. Option to launch workflow after final inspection and payment received to each department for approval to generate the Certificate of Occupancy.	
I	155. Schedule and manage non-permitting related inspections, e.g. annual fire inspections, hazardous material inspections, etc.	
R	156. Generate inspection reports that includes total inspections by department, individual, amount billed, due date, date completed and total hours.	
R	<b>Code Enforcement</b>	<b>Rating and Comment</b>
R	157. Unlimited user-defined code case types, e.g. garbage, vehicle, tree cutting, zoning, etc.	

<b>Rating</b> R = Required I = Important N = Nice to have E = Explore	<b>City of Burien</b> <b>Key Requirements - Permitting Software System</b>	<b>Response – Rating and Comment</b>
R	158. Search and pull up records by case type.	
R	159. Import citizen complaints from CityView, Citizen Portal, mobile app, or MBP.com system.	
N	160. Notify complainant that complaint was received, actions taken, and status.	
N	161. Assign priority based on complaint by type.	
R	162. Track all notes, calls, emails, citations issued, etc. on owner record.	
R	163. Centrally track interdepartmental staff notes, inspections, outcomes, accumulated hours and activities against a code case.	
R	164. Create a code case on the fly via mobile device.	
R	165. Dropdown code violation listing; select and populate citation.	
N	166. Issue citations from mobile devices (assess fine, collect signatures, print, issue, upload to system, etc.). Prefer real time updates if connectivity.	
I	167. Attach a series of pictures to a case, preferably from iPad or iPhone. Automatically store in case record.	
R	168. Issue and track stop work orders related to a violation; trigger re-inspection of site after determined wait period, e.g. 14 days.	
R	169. Schedule re-inspections and follow up tasks in the field by complaint type or defined interval, e.g. 14 day follow up.	
R	170. Support generation of bill to violator for outside contractor clean up or other actions taken for non-compliance.	
R	171. Enter multiple citations into a single complaint; consolidate multiple violations onto a single case letter.	
I	172. Secure fields or tabs of confidential information based on roles for complaint or case including cases referred for legal action.	
R	173. Flag repeat problem properties based on complaints or code cases initiated.	
R	174. Flag case records with safety issues, e.g. hazardous materials, vicious dog, etc.	
I	175. Generate complaint aging reports for public disclosure requests.	

<b>Rating</b> R = Required I = Important N = Nice to have E = Explore	<b>City of Burien</b> <b>Key Requirements - Permitting Software System</b>	<b>Response – Rating and Comment</b>
<b>N</b>	176. Reminder or report on case files to be closed according to retention schedule, e.g. open complaints held 3 years, Code Enforcement record 6 years, etc.	
<b>R</b>	<b>Reporting and Query Tools</b>	<b>Rating and Comment</b>
<b>R</b>	177. Describe available reporting tools (e.g. ad hoc, standard reports, 3 <sup>rd</sup> party) and level of integration with all modules and application security settings.	
<b>R</b>	178. Reporting across modules on all standard and user-defined fields, e.g. fees collected, value of property, date ranges, attributes, etc.	
<b>I</b>	179. Generate reports that show unit counts, square footage counts, lot area, etc. for a defined period of time.	
<b>R</b>	180. Date-range and parameter-based queries and reports.	
<b>R</b>	181. User-level query tools that support wild card search, drop down lists or other methods to facilitate look-up (e.g. by parcel ID, owner name, applicant, permit number, partial address, contractor name, case, project #, etc.).	
<b>R</b>	182. Drill down to source transactions from queries and reports.	

**Exhibit D**  
**Sample City Contract**  
**IT - On-Premises**

**CONTRACT FOR INFORMATION TECHNOLOGY/  
DATA SERVICES (On Premises)**  
City of Burien and [Name of Contractor]

This Agreement is entered into by and between the City of Burien, Washington (City), a noncharter optional municipal code city (“Burien”), and NAME, a company organized under the state of Washington, (the “Contractor”), whose principal office is located at Address, and collectively referred to as “Parties.” This contract shall be subject to RCW 39.34 Interlocal Cooperation Act wherein other government agencies may purchase on the City proposal request, in accordance with the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

WHEREAS, Burien needs to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, Burien wants to have the Contractor perform such services under certain terms and conditions,

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, and incorporating the language above, the Parties hereto agree as follows:

1. Contractor’s Scope of Work and Schedule of Services. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal or state statutes, and all federal, state, and local rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain Burien’s prior written approval before the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, Burien’s prior written approval is also required.
2. Compensation and Method of Payment. Burien shall make payments to the Contractor based on month-end billings. Burien shall pay the Contractor for services rendered within thirty days after receipt of an invoice in a form similar to Exhibit B attached hereto. The total amount to be paid **shall not exceed** \$\_\_\_\_\_. If the Contractor’s invoice, supporting documentation, and reports are not submitted within ninety (90) calendar days after completion of the services, Burien shall be relieved of all liability for payment to the Contractor of the amounts identified in the invoice or any subsequent invoice; provided, however, Burien may elect to pay any invoice that is not submitted on time. The Contractor shall complete and return Exhibit C, Form W-9 Request for Taxpayer Identification Number, to Burien on or before the execution of this Agreement.
3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing \_\_\_\_\_, and ending \_\_\_\_\_, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All calculations, computer files, documents, drawings, maps, models, photographs, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement, upon Burien's request, shall become Burien's property whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of Burien. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be the Contractor's employees only and not Burien employees. As a result, the Contractor and those working for or on the Contractor's behalf shall not be entitled to any benefits, healthcare, salary, or anything else from Burien. The Parties agree to the following rights consistent with an independent contractor relationship:

- A. The Contractor has the sole right to control and direct the manner, means, and method by which the services required by this Agreement will be performed.
- B. The Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- C. The Contractor or the Contractor's employees or contract personnel shall perform the services required by this Agreement; Burien shall not hire or supervise any assistants to help the Contractor.
- D. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Burien in the skills necessary to perform the services required by this Agreement.
- E. Burien shall not require the Contractor or the Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If Burien is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold Burien harmless from such charges, taxes, costs, expenses, and fees, including attorneys' fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the Parties' sole benefit, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third-party against either party.

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee health, pension, sick pay, vacation pay, or other Burien fringe benefit plan. Burien shall not obtain or expected to obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. Burien shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits in connection with work performed

under this Agreement. Burien shall not provide any insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor agrees to maintain adequate insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents while performing services under this Agreement.

6. Indemnification. The Contractor shall defend, indemnify and hold Burien, its agents, counsel, directors, employees, officers, officials (appointed or elected), representatives, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, court costs, and expenses, arising out of or resulting from the Contractor's acts, errors or omissions in the performance of this Agreement, except for injuries and damages caused by Burien's sole negligence.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), then, in the event of liability for damages arising out of bodily injury to persons or property damage caused by or resulting from the concurrent negligence of the Contractor and Burien, its agents, employees, directors, officers, officials (appointed and elected), and volunteers, the Contractor's liability, including the duty and cost to defend, 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 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.

7. Insurance.

A. Insurance Term

The Contractor 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 Contractor, its agents, contractors (of any tier), employees, or representatives.

B. No Limitation

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

C. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. Burien shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy for the work performed for Burien using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Technology Errors & Omissions (E&O)
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 Burien confidential and personally identifiable information, including but not limited to, any information about an individual maintained by Burien, 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 Burien data, including denial of service, unless caused by mechanical or electrical failure; or (iii) introduction of any unauthorized software computer code or virus causing damage to Burien or any other third-party data.

Lawfully insurable fines and penalties resulting or alleging 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.

D. Minimum Amounts of Insurance

The Contractor 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 for each accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 for each occurrence, \$2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 for each claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 for each claim and \$21,000,000 policy aggregate for network security and privacy coverage, \$100,000 for each claim for regulatory action (fines and penalties), and \$100,000 for each claim for event management services.

E. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance for Burien. Any Insurance, self-insurance, or self-insured pool coverage maintained by Burien shall be excess of the Contractor's insurance and shall not contribute with it.



F. Acceptability of Insurers

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

G. Verification of Coverage

The Contractor shall furnish Burien with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before the commencement of the work.

H. Notice of Cancellation

The Contractor shall provide Burien with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

The Contractor's failure to maintain the insurance as required shall constitute a material breach of contract, upon which Burien may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract 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 Burien on demand, or at the sole discretion of Burien, offset against funds due to the Contractor from Burien.

J. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, Burien shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to Burien evidences limits of liability lower than those maintained by the Contractor.

K. Safeguarding of Personal Information

The Contractor shall not use or disclose Personal Information, as defined in RCW 19.255.005, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Contractor 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 Contractor shall ensure that its agents, directors, employees, officers, or subcontractors of any tier use Personal Information solely to accomplish the services provided in the Agreement and nothing more.

The Contractor shall protect Personal Information acquired, collected, or used in under this Agreement, against unauthorized use, disclosure, modification, or loss.

The Contractor and its subcontractors agree not to divulge, publish, release, sell, transfer or otherwise make Personal Information known to unauthorized persons without Burien's prior express written consent or as otherwise authorized by law.

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

The Contractor shall make the Personal Information available to amend as directed by Burien and incorporate any amendments into all the copies maintained by the Contractor or its

subcontractors. The Contractor shall certify return or destruction of all Personal Information upon the Agreement's expiration or termination and the Contractor shall retain no copies. If the Parties agree that the return or destruction of Personal Information is not feasible, the Contractor shall only use the Personal Information as permitted or authorized by this Agreement and state and federal laws.

The Contractor shall notify Burien in writing immediately upon becoming aware of any unauthorized access, disclosure, use of Personal Information. The Contractor shall take immediate steps to mitigate the potential or actual harmful effects of such use or disclosure. The Contractor is financially responsible for notification of any unauthorized access, disclosure, or use. The notification details notification must be approved by Burien.

Any breach of this clause may result in termination of the Agreement and the demand for the return of all Personal Information, in addition to other remedies in law or equity.

8. Access to Data. Upon written request by the City, the Contractor shall provide access to data generated under this Contract to the City as requested, at no additional cost. This includes access to all information that supports findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models

9. Facility Access. The Contractor understands that the City's building entrances may be controlled for access. In order to obtain access to City premises, Contractor may have to be issued a security badge or key. The Contractor shall provide certain information, including valid government-issued photo identification, prior to obtaining a security badge or key when required by the City. The Contractor further understands that the City will collect and retain such information for so long as the Contract is in effect and such individual(s) has access to the premises. The City may revoke the Contractor's access to its facilities at any time. Upon the earlier of termination of the Contract, or suspension or termination of access to facilities, Contractor shall return all security badges and keys.

10. Remote Access to City Network. The Contractor understands that in order to obtain remote access to the City's Local Area Network (LAN), email, or supported computing environments through remote access connection ("Remote Access"), the Contractor must comply with the City's Remote Access policy attached as Exhibit D and any other applicable policies or procedures. Prior to being granted access, the Contractor may need to complete and sign the City's Authorization for Access to VPN services form. Remote Access is conditioned upon final approval by the City.

11. Data System Security – The Contractor acknowledges and understands that it may be required to access the City's computer networks in performing work under this Contract and that in providing such access to Contractor, the City places special confidence and trust in the Contractor. The Contractor acknowledges and understands that any access granted by the City to its computer networks shall be limited, restricted, and conditioned upon Contractor's compliance with the City's Information Technology Security Standards, located at [www.Burienwa.gov/XXXX](http://www.Burienwa.gov/XXXX). The Contractor warrants that it will perform all work for or on behalf of the City in full compliance with the City's Information Technology Security Standards and industry standards and best practices with respect to (1) any electronic transfer of code or data; (2) prevention of unauthorized access; (3) prevention of any and all undisclosed programs, extraneous code, Self Help codes, unauthorized code, or other data that be reasonable expected to damage data, code, software, systems, or operations of the City's network, system, or data.

12. Protection of City Confidential Information.

- A. The Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with or in performance of this Contract may consist of Confidential Information. Confidential Information is defined in Section 4.1 of the City's Information Technology Security Standards. The Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than performance of this Contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the City's express written consent or as provided by law. The Contractor agrees to implement physical, electronic, and managerial safeguards, including but not limited to those prescribed by the City to prevent unauthorized access to Confidential Information.
- B. Immediately upon expiration or termination of this Contract, the Contractor shall, as applicable, at the City's option: (1) certify to the City that the Contractor has destroyed all Confidential Information; or (2) return all Confidential Information; or (3) take whatever other steps the City requires of the Contractor to protect the City's Confidential Information.
- C. The City reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the Contractor through this Contract. The monitoring, auditing, or investigating may include, but not limited to, encrypting databases.
- D. In the event of the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the City (Breach), the Contractor agrees to comply with all applicable state and federal statutory provisions. If a data compromise and/or identify theft occurs and is found to be the result of the Contractor's acts or omissions, the Contractor shall assume complete responsibility for notification to affected parties, and be liable for all associated costs incurred by the City in responding to or recovering from the Breach.
- E. Violation of this section by the Contractor or its subcontractors may result in termination of this Contract and demand for return of all Confidential Information, and/or payment of monetary damages or penalties.

13. Contractor's Proprietary Information. The Contractor acknowledges that the City is subject to RCW 42.56, the Public Records Act, and that this Contract and any related documentation or data may be public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. To the extent consistent with RCW 42.56, the City shall maintain the confidentiality of all such information marked Proprietary Information in possession. If a public disclosure request is made to view the Contractor's Proprietary Information, the City, as applicable, will notify the Contractor of the request and of the date that such records will be released to the requestor

14. Record Keeping and Reporting.

- A. The Contractor 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 in the performance of this Agreement and other such records as may be deemed necessary by Burien to ensure the performance of this Agreement.
- B. These records shall be maintained for at least seven (7) years after termination of this Agreement unless permission to destroy them is granted by the office of the archivist under RCW Chapter 40.14 and by Burien.

15. Reports - Printed Copies & Electronic Version. When reports are required to be submitted to Burien under this agreement, the Contractor will provide a printed copy to Burien and an electronic version. The Contractor shall submit said electronic version to Burien in a computer format compatible with PC software programs in current use by the City of Burien (Microsoft Office, AutoCAD, Adobe Acrobat, ESRI Arc GIS, etc.).

16. Audits and Inspections. The records and documents for all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The Contractor shall permit Burien, and state and federal agencies, from time to time as Burien deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all of the Contractor's pertinent books and records and any other person or entity that has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply Burien with, or shall permit Burien to make a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon Burien's request. The Contractor shall ensure that such inspection, audit, and copying right of Burien is a condition of any contract, agreement, or other arrangements under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

17. Termination. This Agreement may at any time be terminated by either party giving the other party thirty (30) calendar days written notice of the party's intention to terminate the Agreement. Failure to provide products on schedule may result in contract termination.

18. Discrimination Prohibited. The Contractor shall not discriminate against any employee, an applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement based on age, color, creed, gender, gender expression, gender identity, gender orientation, gender preference, marital status, military or veteran status, national origin, families with children, race, religious beliefs, sexual orientation, sexual preference, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business.

19. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of Burien.

20. Conflict of Interest.

- A. Governmental. No agent, counsel, director, employee, officer (appointed or elected), or representative of Burien who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement

- pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined by RCW 42.23.040 (Remote interests).
- B. Contractor. The Contractor shall comply with all federal and state statutes and federal, state and local conflict of interest laws, policies, and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to Burien’s agents, counsel, directors, employees, officers (appointed or elected), or representatives. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact, or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to immediate termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest while performing work under this Agreement.
- C. Contractor Employees. The Contractor further covenants that, concerning its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor’s services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, concerning this Agreement or the activities assisted by or through this Agreement, will not directly or indirectly, actually or appear to (a) use their position for personal gain, (b) engage in activities that will conflict with in any manner or degree the performance of the Contractor’s services and obligations hereunder, (c) will not have or obtain, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict with his or her responsibilities under this Agreement.
21. Prohibited Use of Funds. None of the funds, material, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City Council, the Washington State Legislature, the U.S. Congress, or any other legislative body.
22. Entire Agreement. This Agreement is the entire agreement between the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties. Either party may request changes in the agreement. Proposed changes that the Parties mutually agree upon shall be incorporated by written amendments to this Agreement.
23. Notices. Administrative notices to the City of Burien shall be sent to the following address:

Name of Contract Manager  
City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166

Telephone:  
Email: \_\_\_\_\_

Legal notices shall be sent to the Burien City Clerk at the above address.  
Notices to the Contractor shall be sent to the following address:

Name  
Title  
Address  
Telephone number:  
Email: \_\_\_\_\_

The point of contact for the Contractor or the person responsible for the contract services is:

Name:  
Telephone Number:  
Fax Number:  
E-mail:

24. City of Burien Business License. The Contractor agrees to obtain a City of Burien business license before performing any work according to this Agreement.

25. State of Washington Requirements. The Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account, and/or unified business identifier number as required by RCW 50.04.140 (Employment—Exception tests) and 51.08.195 ("Employer" and "worker"—Additional exception) before performing any work under this Agreement.

26. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, court costs, and expenses.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF BURIEN, WASHINGTON

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Sample Billing Voucher
- Exhibit C – Taxpayer Identification Number Form
- Exhibit D – City of Burien Remote Access Policy

EXHIBIT A

Scope of Services to be Provided by the Contractor. The Contractor shall furnish services including, but not limited to, the following:

- A.
- B.
- C.
- D.
- E.
- F.

Billing/Rate Information: The Contractor shall be reimbursed at the following rates:

DRYVET

EXHIBIT B

Billing Voucher

To: City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Phone: (206) 241-4647  
Facsimile: (206) 248-5539

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Specific Program: \_\_\_\_\_

Contract period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

-----  
BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: The Contractor should use its invoice form. If the invoice does not include the Budget Summary information shown above, then this form should be included with the Contractor’s invoice.



Form **W-9**  
(City of Burien, WA)  
Substitute Form W-9)  
Rev. March 2013

**EXHIBIT C**  
**Request for Taxpayer**  
**Identification Number and Certification**

Completed form should be given to  
City of Burien, WA  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, WA 98166

Name ( as shown on your income tax return)

---

Business name, if different from above

---

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Exempt payee  
 Limited Liability Company  Other ▶ -----

---

Address (number, street, and apt. or suite no.)

---

City, state and ZIP code

---

Phone # ( ) Fax # ( ) Email address:

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The Tin provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3 of the IRS Form W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**Social security number**

-   -

OR

**Employer identification number**

-

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person or other U.S. person (defined below)

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here	Authorized Signature ▶	Date ▶
<p><b>Purpose of Form</b></p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</li> </ol>	<p><b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> <li>An individual who is a U.S. citizen or U.S. resident alien,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>An estate (other than a foreign estate), or</li> <li>A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul> <p>Additional information on the Form W-9 is available at: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a></p> <p>The City of Burien, WA will also accept the IRS on-line fillable Form W-9 at <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a></p>	

## EXHIBIT D

**City of Burien Remote Access Policy**

The City Manager, Department Directors, and Division/Team Managers are allowed to access the City's network remotely through virtual private networking (VPN). Other users may access the VPN with Department Director approval. The Authorization for Access to VPN Services form must be completed and approved before access is given.

There are minimum application and security requirements for remote computers to access the City's VPN services. These requirements are subject to change:

- Internet connection download speed of 25 Mbps or greater
- Windows 10 version 1909 or later
- Up-to-date antivirus

For the most recent requirements, please see ISD.

VPN accounts will be audited and inactive accounts will be deactivated if not accessed in 30 days. Access is granted for 90 day intervals unless otherwise requested and approved by a Department Director.

The City has a limited number of laptops available for check out for business-related travel, projects, or if the remote client does not meet the minimum standards listed. These must be returned to ISD immediately upon returning, and before being connected to the City's network.

**Exhibit E**  
**Sample City Contract**  
**IT - SaaS**

## **CONTRACT FOR INFORMATION TECHNOLOGY/ CLOUD SERVICES**

The City of Burien and [Name of Contractor]

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city (“Burien”), and NAME, a company organized under the state of Washington, (the “Contractor”), whose principal office is located at Address, and collectively referred to as “Parties.”

WHEREAS, Burien needs to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, Burien wants to have the Contractor perform such services under certain terms and conditions,

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, and incorporating the language above, the Parties hereto agree as follows:

1. Contractor’s Scope of Work and Schedule of Services. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal or state statutes, and all federal, state, and local rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain Burien’s prior written approval before the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, Burien’s prior written approval is also required.
2. Compensation and Method of Payment. Burien shall make payments to the Contractor based on month-end billings. Burien shall pay the Contractor for services rendered within thirty days after receipt of an invoice in a form similar to Exhibit B attached hereto. The total amount to be paid **shall not exceed** \$\_\_\_\_\_. If the Contractor’s invoice, supporting documentation, and reports are not submitted within ninety (90) calendar days after completion of the services, Burien shall be relieved of all liability for payment to the Contractor of the amounts identified in the invoice or any subsequent invoice; provided, however, Burien may elect to pay any invoice that is not submitted on time. The Contractor shall complete and return Exhibit C, Form W-9 Request for Taxpayer Identification Number, to Burien on or before the execution of this Agreement.
3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing \_\_\_\_\_, and ending \_\_\_\_\_, unless sooner terminated under the provisions hereinafter specified.
4. Ownership and Use of Documents. All calculations, computer files, documents, drawings, maps, models, photographs, specifications, and other materials produced by

- the Contractor in connection with the services rendered under this Agreement, upon Burien's request, shall become Burien's property whether the project for which they are made is executed or not.
5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of Burien. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be the Contractor's employees only and not Burien employees. As a result, the Contractor and those working for or on the Contractor's behalf shall not be entitled to any benefits, healthcare, salary, or anything else from Burien. The Parties agree to the following rights consistent with an independent contractor relationship:
- A. The Contractor has the sole right to control and direct the manner, means, and method by which the services required by this Agreement will be performed.
  - B. The Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
  - C. The Contractor or the Contractor's employees or contract personnel shall perform the services required by this Agreement; Burien shall not hire or supervise any assistants to help the Contractor.
  - D. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Burien in the skills necessary to perform the services required by this Agreement.
  - E. Burien shall not require the Contractor or the Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If Burien is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold Burien harmless from such charges, taxes, costs, expenses, and fees, including attorneys' fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the Parties' sole benefit, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third-party against either party.

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee health, pension, sick pay, vacation pay, or other Burien fringe benefit plan. Burien shall not obtain or expected to obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. Burien shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits in connection with work performed under this Agreement. Burien shall not provide any insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor agrees to maintain adequate insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents while performing services under this Agreement.

6. Indemnification. The Contractor shall defend, indemnify and hold Burien, its agents, counsel, directors, employees, officers, officials (appointed or elected), representatives, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, court costs, and expenses, arising out of or resulting from the Contractor's acts, errors or omissions in the performance of this Agreement, except for injuries and damages caused by Burien's sole negligence.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), then, in the event of liability for damages arising out of bodily injury to persons or property damage caused by or resulting from the concurrent negligence of the Contractor and Burien, its agents, employees, directors, officers, officials (appointed and elected), and volunteers, the Contractor's liability, including the duty and cost to defend, 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 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.

7. Insurance.

- L. Insurance Term.

The Contractor 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 Contractor, its agents, contractors (of any tier), employees, or representatives.

- M. No Limitation.

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

N. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. Burien shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy for the work performed for Burien using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
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 Burien confidential and personally identifiable information, including but not limited to, any information about an individual maintained by Burien, 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 Burien data, including denial of service, unless caused by mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to Burien or any other third party data.

Lawfully insurable fines and penalties resulting or alleging 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.

O. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

5. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 for each accident.
6. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 for each occurrence, \$2,000,000 general aggregate.
7. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 for each claim and \$1,000,000 policy aggregate limit.
8. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 for each claim, \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 for each claim for regulatory action (fines and penalties), and \$100,000 for each claim for event management services.

P. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance for Burien. Any Insurance, self-insurance, or self-insured pool coverage maintained by Burien shall be excess of the Contractor's insurance and shall not contribute with it.

Q. Acceptability of Insurers

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

R. Verification of Coverage

The Contractor shall furnish Burien with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before the commencement of the work.

S. Notice of Cancellation

The Contractor shall provide Burien with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

T. Failure to Maintain Insurance

The Contractor's failure to maintain the insurance as required shall constitute a material breach of contract, upon which Burien may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract 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 Burien on demand, or at the sole discretion of Burien, offset against funds due to the Contractor from Burien.

U. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above,



Burien shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to Burien evidences limits of liability lower than those maintained by the Contractor.

V. Safeguarding of Personal Information

The Contractor shall not use or disclose Personal Information, as defined in RCW 19.255.005, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Contractor 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 Contractor shall ensure its agents, directors, employees, officers, or subcontractors use Personal Information solely to accomplish the services provided in the Agreement.

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

The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the Burien's prior express written consent or as otherwise authorized by law.

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

The Contractor shall make the Personal Information available to amend as directed by Burien and incorporate any amendments into all the copies maintained by the Contractor or its subcontractors. The Contractor shall certify its return or destruction upon expiration or termination of the Agreement and the Contractor shall retain no copies. If the Parties mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Contractor shall notify Burien in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. The Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Burien.

Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

8. Data Ownership. Burien will own all interests, rights, and title in its data that is related to the services provided by this Agreement. The Contractor shall not access Burien's

- user accounts or data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at Burien’s written request.
9. Data Protection. Protection of personal privacy and data shall be an integral part of the Contractor’s business activities to ensure there is no inappropriate or unauthorized use of Burien information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of Burien’s information and comply with the following conditions:
- A. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of personal data and non-public data. Such security measures shall be consistent with recognized industry practice and not less stringent than the measures the Contractor applies to its personal data and non-public data of similar kind.
  - B. All data obtained by the Contractor in the performance of this contract shall become and remain the property of Burien.
  - C. All personal data shall be at minimum encrypted at rest with controlled access. Unless otherwise stipulated, the Contractor is responsible for the encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
  - D. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. Burien shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
  - E. At no time shall any data or processes — that either belong to or are intended for the use of Burien or its agents, employees, or officers (appointed and elected) — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include Burien.
  - F. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
10. Data Location. The Contractor shall provide its services to Burien and its end users solely from data centers in the United States. Storage of Burien’s data at rest shall be located solely in data centers in the United States. The Contractor shall not allow its personnel or contractors to store Burien’s data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. The Contractor shall permit its personnel and sub-contractors to access Burien’s data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a *Follow the Sun* model unless otherwise prohibited in this contract.

11. Security Incident or Data Breach Notification. The Contractor shall inform Burien of any security incident or data breach.
  - A. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with Burien should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement.
  - B. Security Incident Reporting Requirements: The Contractor shall report security incidents to the Burien-identified contact immediately as defined in the SLA.
  - C. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Burien content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the Burien identified contact within 24 hours or sooner, unless a shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach promptly.
12. Breach Responsibilities. This section only applies when a data breach occurs concerning personal data within the possession or control of the Contractor.
  - A. The Contractor, unless stipulated otherwise, shall immediately notify the Burien identified contact by telephone following the agreed-upon security plan or security procedures if it reasonably believes there has been a security incident.
  - B. The Contractor, unless stipulated otherwise, shall promptly notify the Burien identified contact within 24 hours or sooner by telephone unless a shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with Burien as reasonably requested by Burien to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
  - C. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service required by state or federal law; (4) a website or a toll-free number and call center for affected individuals required by state or federal law — all not to exceed the average per-record per person cost calculated for data breaches in the United States (currently \$242 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the

- time of the data breach; and (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Agreement's limitation of liability.
13. Notification of Legal Requests. The Contractor shall contact Burien upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to Burien's data under this contract, or which in any way might reasonably require access to Burien's data. The Contractor shall not respond to subpoenas, service of process, and other legal requests related to Burien without first notifying Burien unless such notice is prohibited by law.
  14. Background Checks. The Contractor shall conduct thorough criminal background checks and not utilize any staff, including subcontractors of any tier, to fulfill the obligations of this Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense. The Contractor shall promote and maintain an awareness of the importance of securing Burien's information among the Contractor's agents, contractors of any tier, employees, and representatives.
  15. Access to Security Logs and Reports. The Contractor shall provide reports as requested by Burien in a format as specified in the SLA agreed to by both the Contractor and Burien. Reports shall include latency statistics, user access, user access IP address, user access history, and security logs for all Burien files related to this Agreement.
  16. Contract Audit. The Contractor shall allow Burien to audit conformance to the agreement terms. Burien may perform this audit or contract with a third-party at its discretion and its expense.
  17. Vulnerability Audit. The Contractor shall perform an independent third-party audit of its data centers/platform at least annually at its expense, and provide a redacted version of the audit report to Burien upon request. The third-party shall provide written confirmation that such tests were conducted and that the Contractor has rectified any issues identified. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
  18. Change Control and Advance Notice. The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to Burien of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software, or firmware with a newer or better version to bring the system up to date or to improve its characteristics. It usually includes a new version number.
  19. Security. The Contractor shall disclose its non-proprietary security processes and technical limitations to Burien such that adequate protection and flexibility can be attained between the Parties. For example: virus checking and port sniffing — the Parties shall understand each other's roles and responsibilities.

20. Non-disclosure and Separation of Duties. The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is necessary to perform job duties.
21. Import and Export of Data. Burien may import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for Burien to import or export data to/from other Contractors.
22. Responsibilities and Uptime Guarantee. The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
23. Subcontractor Disclosure. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.
24. Right to Remove Individuals. Burien shall have the right at any time to require that the Contractor replace any Contractor representative who Burien believes is detrimental to its working relationship with the Contractor. Burien shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If Burien signifies that a potential security violation exists concerning the request, the Contractor shall immediately remove such an individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without Burien's consent.
25. Business Continuity and Disaster Recovery. The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that Burien's Recovery Time Objective (RTO) of 24 hours is met.
26. Compliance with Accessibility Standards. The public-facing Services provided by the Contractor shall comply with and adhere to WCAG 2.0 Level AA upon delivery of the Services. Burien is responsible for maintaining the WCAG 2.0 Level AA while using the Services after delivery, including uploading of Accessible content (documents, PDF/Word/HTML, images), and using the Services to edit public-facing content.
27. Contractor's Proprietary Information. The Contractor acknowledges that Burien is subject to RCW 42.56, the Public Records Act, and that this Agreement and any related documentation or data may be a public record. Any specific information that is claimed by the Contractor to be Proprietary Information must be identified as such by the Contractor. To the extent consistent with RCW 42.56, Burien shall maintain the confidentiality of all such information marked Proprietary Information in possession. If a public disclosure request is made to view the Contractor's Proprietary Information,

- Burien, as applicable, will notify the Contractor of the request and of the date that such records will be released to the requestor.
28. Record Keeping and Reporting.
- A. The Contractor 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 in the performance of this Agreement and other such records as may be deemed necessary by Burien to ensure the performance of this Agreement..
- B. These records shall be maintained for at least seven (7) years after termination of this Agreement unless permission to destroy them is granted by the office of the archivist under RCW Chapter 40.14 and by Burien.
29. Reports - Printed Copies & Electronic Version. When reports are required to be submitted to Burien under this agreement, the Contractor will provide a printed copy to Burien and an electronic version. The Contractor shall submit said electronic version to Burien in a computer format compatible with PC software programs in current use by the City of Burien (Microsoft Office, AutoCAD, Adobe Acrobat, ESRI Arc GIS, etc.).
30. Audits and Inspections. The records and documents for all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The Contractor shall permit Burien, and state and federal agencies, from time to time as Burien deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all of the Contractor's pertinent books and records and any other person or entity that has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply Burien with, or shall permit Burien to make a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon Burien's request. The Contractor shall ensure that such inspection, audit, and copying right of Burien is a condition of any contract, agreement, or other arrangements under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.
31. Termination. This Agreement may at any time be terminated by either party giving the other party thirty (30) calendar days written notice of the party's intention to terminate the Agreement. Failure to provide products on schedule may result in contract termination.

The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by Burien. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Burien.

32. Discrimination Prohibited. The Contractor shall not discriminate against any employee, an applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement based on age, color, creed, gender, gender expression, gender identity, gender preference, marital status, military or veteran status, national origin, families with children, race, religious beliefs, sexual orientation, sexual preference, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business.
33. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of Burien.y.
34. Conflict of Interest.
- D. Governmental. No agent, counsel, director, employee, officer (appointed or elected), or representative of Burien who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined by RCW 42.23.040 (Remote interests).
- E. Contractor. The Contractor shall comply with all federal and state statutes and federal, state and local conflict of interest laws, policies, and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to Burien’s agents, counsel, directors, employees, officers (appointed or elected), or representatives. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact, or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to immediate termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest while performing work under this Agreement.
- F. Contractor Employees. The Contractor further covenants that, concerning its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor’s services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, concerning this Agreement or the activities assisted by or through this Agreement, will not directly or indirectly, actually or appear to (a) use their position for personal gain, (b) engage in activities that will conflict with in any manner or degree the performance of the Contractor’s services

- and obligations hereunder, (c) will not have or obtain, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict with his or her responsibilities under this Agreement.
35. Prohibited Use of Funds. None of the funds, material, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City Council, the Washington State Legislature, the U.S. Congress, or any other legislative body.
36. Entire Agreement. This Agreement is the entire agreement between the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties. Either party may request changes in the agreement. Proposed changes that the Parties mutually agree upon shall be incorporated by written amendments to this Agreement.
37. Notices. Administrative notices to the City of Burien shall be sent to the following address:

Name of Contract Manager  
 City of Burien  
 400 SW 152<sup>nd</sup> St., Suite 300  
 Burien, Washington 98166  
 Telephone:  
 Email: \_\_\_\_\_

Legal notices shall be sent to the Burien City Clerk at the above address.

Notices to the Contractor shall be sent to the following address:

Name  
 Title  
 Address  
 Telephone number:  
 Email

The point of contact for the Contractor or the person responsible for the contract services is:

Name:  
 Telephone Number:  
 Fax Number:  
 E-mail:



- 38. City of Burien Business License. The Contractor agrees to obtain a City of Burien business license before performing any work according to this Agreement.
- 39. State of Washington Requirements. The Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account, and/or unified business identifier number as required by RCW 50.04.140 (Employment—Exception tests) and 51.08.195 ("Employer" and "worker"—Additional exception) before performing any work under this Agreement.
- 40. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, court costs, and expenses.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CITY OF BURIEN, WASHINGTON

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Sample Billing Voucher
- Exhibit C – Taxpayer Identification Number Form
- Exhibit D – City of Burien Remote Access Policy

EXHIBIT A

Scope of Services to be Provided by Contractor. The Contractor shall furnish services including, but not limited to, the following:

A.

B.

C.

D.

E.

F.

Billing/Rate Information: The Contractor shall be reimbursed at the following rates:

DRAFT

EXHIBIT B

Billing Voucher

To: City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Phone: (206) 241-4647  
FAX: (206) 248-5539

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Specific Program: \_\_\_\_\_

Contract period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

-----

BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: Contractor should use own invoice form. If invoice does not include the Budget Summary information shown above, then this form should be included with Contractor’s invoice.

**EXHIBIT C**

**Request for Taxpayer  
Identification Number and Certification**

Completed form should be given to  
the City of Burien, WA  
400 SW 152<sup>nd</sup> St., Ste 300  
Burien, WA 98166  
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Name (as shown on your income tax return)

Business name, if different from above

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Exempt payee  
 Limited Liability Company  Other ▶

Address (number, street, and apt. or suite no.)

City, state and ZIP code

Phone # ( ) Fax # ( ) Email address:

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The Tin provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3 of the IRS Form W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**Social security number**

-   -

OR

**Employer identification number**

-

**Part II Certification**

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am an U.S. person or other U.S. person (defined below)

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Additional information on the Form W-9 is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The City of Burien, WA will also accept the IRS on-line fillable Form W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXHIBIT D

## City of Burien Remote Access Policy

The City Manager, Department Directors, and Division/Team Managers are allowed to access the City’s network remotely through virtual private networking (VPN). Other users may access the VPN with Department Director approval. The Authorization for Access to VPN Services form must be completed and approved before access is given.

There are minimum application and security requirements for remote computers to access the City’s VPN services. These requirements are subject to change:

- Internet connection download speed of 25 Mbps or greater
- Windows 10 version 1909 or later
- Up-to-date antivirus

For the most recent requirements, please see ISD.

VPN accounts will be audited and inactive accounts will be deactivated if not accessed in 30 days. Access is granted for 90 day intervals unless otherwise requested and approved by a Department Director.

The City has a limited number of laptops available for check out for business-related travel, projects, or if the remote client does not meet the minimum standards listed. These must be returned to ISD immediately upon returning, and before being connected to the City’s network.

**Exhibit F**  
**Cloud Questionnaire for SaaS Providers**



## Cloud Questionnaire for (Infrastructure, Platform, and Software) As-A-Service Providers

**NOTE: THERE MAY BE ADDITIONAL FOLLOW UP QUESTIONS ADDED ONCE THE CITY IS IN NEGOTIATIONS WITH A FINALIST VENDOR.**

### I. Data Storage & Protection

- A. Do you use an underlying Cloud Service Provider? (Example- Amazon, Azure, Google, Rackspace, Salesforce, etc.)
- B. Where will the data be principally stored (geographical locations)?
- C. What encryption methods are used to secure the data at rest? Transit?
- D. What type of encryption level and authentication protocol is available?
- E. Are there any guarantees to protect our data against leaks?
- F. Who can access our data in the data center?
- G. How does the provider regulate access to the data and keep it secure.
- H. In what formats is the data stored?
- I. Can those formats be easily convertible to the data storage format we use in-house?
- J. How often are backups scheduled?
- K. Is any kind of RAID architecture used to improve reliability or performance?
- L. How does the provider sanitize the storage when we terminate the service (for active data sets, backups and snapshots)?
- M. What is the vendor's disaster recovery strategy? Are multiple copies of our data stored in different geographic locations just in case the system goes down?
- N. How far back can a record be recovered?
- O. Does the ISP the cloud provider uses to provide services have an SLA?

### II. Performance and scaling

- A. What are the specifications of the discs, RAM and processors used in the environment?
- B. Are SSDs or flash devices used or optimization to improve performance?
- C. What is the maximum bandwidth offered?
- D. Are data buses and discs shared with other users?
- E. How quickly can additional computing resources be added when needed?
- F. What are the performance guarantees offered in the SLA?

**III. Support**

- A. Is emergency support available 24/7?
  
- B. What kind of support channels are available (phone hotline/email/Web-based chat)?
- C. What type of problems can the customer help desk resolve?
- D. Does the provider have an extensive KB (knowledge base) to help staff handle simple issues?
- E. Do you provide work flow diagrams of the work processes?

**IV. Security**

- A. Physical and personnel security: how do you accomplish this?
- B. Application security: Cloud providers must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. How do you accomplish this?
- C. Security Certifications: Cloud providers typically hold ISO 27001 for security controls or SAS 70 Type II audits for physical security. List the certifications you hold.
- D. ADFS/SAML integrated? Single sign on? If not ADFS/SAML what method?

**VI. Incident Response**

- A. How is the provider going to respond to an incident before one happens? What are your processes, procedures, roles and responsibilities in the event of a critical incident, or even non-critical? How are you going to handle attack verification, analysis, containment, data collection, preservation, remediation and restoration?



## **Exhibit G**

### **City of Burien Holiday Schedule**

<b>New Year's Day</b>	<b>January 1</b>
<b>Martin Luther King's Birthday</b>	<b>3<sup>rd</sup> Monday in January</b>
<b>President's Day</b>	<b>3<sup>rd</sup> Monday in February</b>
<b>Memorial Day</b>	<b>Last Monday in May</b>
<b>Independence Day</b>	<b>July 4</b>
<b>Labor Day</b>	<b>1<sup>st</sup> Monday in September</b>
<b>Veteran's Day</b>	<b>November 11</b>
<b>Thanksgiving Day</b>	<b>4<sup>th</sup> Thursday in November</b>
<b>Day after Thanksgiving</b>	<b>4<sup>th</sup> Friday in November</b>
<b>Christmas Eve</b>	<b>December 24</b>
<b>Christmas Day</b>	<b>December 25</b>