



REQUEST FOR PROPOSALS (RFP) 46-25: ONLINE RENTAL REGISTRATION SYSTEM

Request for Proposal Information:	Submit Proposals to:
RFP Number: 46-25 RFP Title: Online Rental Registration System Date Issued: Wednesday, July 23, 2025 Contact Person: Michael Woods Email Address: michael.woods@cityofvancouver.us Contact Phone: 360-487-8419 Questions Due: Friday, August 1, 2025 Addendum Due: Wednesday, August 6, 2025 Proposals Due: Wednesday, August 13, 2025	Procurement Portal: cityofvancouver.bonfirehub.com

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SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from qualified firms/individuals for software services to allow rental property owners to register housing units online. The software should collect property information, calculate and collect fees, schedule inspections, send automated or customized notices and generate reports.

Request for Proposal packets may be examined at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Michael Woods, Senior Procurement Specialist, via email to michael.woods@cityofvancouver.us and be received by **4:00 p.m. on Friday, August 1, 2025**. No questions or Requests for Clarification should be submitted to the project manager. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued no later than **5:00 p.m. on Wednesday, August 6, 2025**.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call, if the best interest of the City would be served.

Proposers may not withdraw proposal after set due date and time, unless award of a contract is delayed for more than 90 days.

Proposals must be received by the City no later than 3:00 PM (Pacific Time) Wednesday, August 13, 2025. Proposals will not be accepted after the specified time. The City of Vancouver is not responsible for delays of the submittal.

Proposals must be submitted electronically through the City's Procurement Portal: cityofvancouver.bonfirehub.com. If you have questions about the portal or how to submit a proposal, please contact the Contact person listed above or Bonfire directly.

Proposals submitted **IN PERSON, BY MAIL, FAX or EMAIL** will **NOT** be accepted.

The City is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged, and Women's Business Enterprises.

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Michael Woods

Michael Woods, Senior Procurement Specialist

B. Introduction

The City of Vancouver encompasses 51.84 square miles, has an estimated 2024 population of 202,600 and it is projected to exceed 268,000 by 2042. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer services, provides fire and police protection as well as parks & recreation programs, administers land use policy, and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

C. Background

A number of Vancouver community planning efforts have recommended rental registration and inspection as a way to better understand the existing rental units in the city and ensure that housing and neighborhoods are maintained over time. Rental registration is an important tool for tracking and regulating the city's rental housing stock, particularly as affordability remains a challenge.

D. Scope of Work

Project Overview

The City of Vancouver seeks a qualified Vendor to develop and implement an Online Rental Registration System to streamline property owner registration, fee processing, compliance tracking, and integration with City systems. The system must support 50,000+ accounts and launch by January 2026.

Deliverables

Key deliverables include the following:

- Fully functional Online Rental Registration System
- Web-based interface for property owners, administrators, and inspectors
- Secure database for account and property management
- Automated notifications and reporting capabilities
- Payment processing and integration with City finance systems (Workday)

- Compliance tracking and integration with Code Compliance software (INFOR)
- GIS-enabled property mapping and validation capabilities (preferred but not required)
- Comprehensive training and system documentation

System Specifications

This section outlines the desired technical and functionality of the Online Rental Registration System. The system must be secure and capable of integrating with existing City systems. It should streamline administrative functions, facilitate property and account management, support online payments, and generate automated notifications and reports.

Administrative Functions

- User roles and permissions management
- Account history and payment tracking
- High-level dashboard for system oversight
- Quarriable database
- Automated integration with Code Compliance (Infor) and Finance systems (Workday)
- Bulk email notifications to property owners

Owner Account Management

- Online registration and login
- Business and contact information entry
- Delegation of account management to property managers
- Document upload capability
- Transfer of accounts to new owners
- Multi-property management under a single account

Property Management

- Address validation and GIS integration
- Input property details (year built, units, affordability status, inspection history, etc.)
- Annual re-verification of property data
- Private inspector inspection result uploads

Payments

- Online fee calculation and payment processing
- Automated late fees and NSF check tracking
- Registration certificate issuance upon payment
- Integration with City's financial system (Workday)
- ACH and credit/debit card processing with ability to pass transaction costs to customers
- Auto-renewal payment functionality

Notifications & Reporting

- Automated renewal and past-due notifications
- Inspection reminders and compliance notices
- Customizable outreach and bulk messaging
- Ad hoc report generation
- GIS-based reporting and heatmaps

Special Instructions

The selected Vendor must comply with the City's IT security requirements to ensure data protection and system integrity. Additionally, the system must be scalable, allowing for future enhancements, including inspection tracking functionalities. The Vendor is required to provide a clear implementation timeline with defined milestones.

Minimum Qualifications

Vendor must demonstrate proven experience in developing municipal registration or permitting systems, including successfully integrating with government financial and compliance programs. Vendor should have expertise in GIS mapping and database management, ensuring seamless property registration and verification. Strong cybersecurity and data privacy measures must be in place to protect sensitive information. Finally, Vendor should be capable of providing ongoing technical support and system maintenance to ensure long-term functionality.

Proposal Requirements

Vendors must submit a detailed proposal including:

- Approach and methodology
- Project timeline and key milestones
- Technical specifications and system architecture
- Past performance and relevant experience
- Cost proposal and licensing model
- Support and maintenance plan

The selected Vendor will enter into a contract with the City to ensure successful deployment of the Online Rental Registration System by January 2026.

The City of Vancouver asks all proposers to provide the following information in connection with procurement of software as a service.

Security Requirements

The Contractor's services must offer:

- Single sign on (SSO) using Azure Active Directory
- User provisioning: System for Cross-Domain Identity Management (SCIM) provisioning is preferred but provider may disclose other methods such as SAML.

- Multifactor or two factor authentication for non-SSO accounts. Viable options include authenticator apps, time-based one-time passwords, and security keys.
- Configurable roles and permissions, such as system administrator, administrator, user, customer, etc. to permit least privilege permissions.
- Log user access, important data changes, and other security-related activity.
- Encryption of all data in transit using FIPS 140-3, however, the City will accept FIPS-2 through August 2026. If Vendor services will process City data that is subject to or regulated under the Criminal Justice Information Services Security Policy (CJIS), HIPAA (Health Insurance Portability and Accountability Act), PCI (Payment Card Industry Security Standards), or PCII (Protected Critical Infrastructure Information) encryption will be AES 256-bit.
- Encryption of all data at rest. Minimum encryption standard must be FIPS 197 certified / AES-256-bit.

The Contractor must:

- Maintain an information security program that is designed to ensure the confidentiality, integrity, and availability of the City's data in the services.
- Provides its SOC 2 Type 2 Report for a time period of at least 6 months, completed within the last 18 months. This document can be submitted or shared via link confidentially and should be marked Confidential. The City will maintain this document as exempt from disclosure as a public record.
- Maintain geographically distinct data centers that supports high availability of the data with minimal or zero downtime and or backup recovery in the event of an emergency impacting one data center.
- Maintain data that is subject to HIPAA, PCI, PCII or CJIS laws, rules and regulations solely in compliant data centers located in the United States.
- Maintain data that is not subject to HIPAA, PCI, PCII or CJIS in data centers compliant with applicable laws, rules, regulations and provide name of country where City Data will be maintained.
- Maintain business continuity and disaster recovery plans.

Data Import / Export / Retention Requirements

The Contractor must provide the following as part of the services or as professional services:

- Provide a list of canned reports available and cost for customized report development (as needed). Describe methods available to the City to develop its own reports within the system.
- Ensure City can export data at any time without additional cost (self-service exports) and purchase professional services for customized data exports as needed.
- Support the ability to purge City data at the individual record level after records have passed their required retention period.

Integrations

The Contractor must:

- Provide professional services to implement and support data integrations between the Contractor's system and City systems (Infor and Workday). On-going integration support and maintenance costs should be included in Vendor proposal.

Training

- City requires initial training for users and the technical staff that manage and support the system. Describe training available for users and technical staff to support the implementation and training available post-implementation.

Documentation

- Indicate the type of documentation it makes available for users and technical staff who support and manage the system.
- Contractor's documentation should minimally reflect:
 - Services workflow, file layouts, system technical specifications (e.g. data transport mechanism requirements, port / firewall rules, secure networking requirements)
 - Message details as applicable (e.g. error handling, application alerts and notifications, filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages)
 - System monitoring / reporting (e.g. exceptions, transaction processing, bandwidth requirements for X transaction volume).
 - If the Contractor does not have this documentation readily available, it should provide in its bid the cost for professional services to create this documentation for City's use case.
- Documentation must be created for all interfaces and accurately reflect the Production environment at go-live. After go-live, interface documentation must be updated anytime interfaces are modified.

Service Level Agreement / Ongoing Technical Support

The Contractor must:

- Provide on-going functional and technical support for a period of months following implementation and in connection with City's development of the services.
- Indicate to City that its SLA meets the minimum requirements provided in the City's SaaS Agreement, and Vendor should include a copy of its SLA if it meets or exceeds those requirements.

Americans with Disabilities Act Accessibility

The Contractor must:

- Offer WCAG 2.1 Level AA compliant services. Vendor should provide its Accessibility Conformance Report WCAG Edition based on ITI's VPAT v2.5.

E. Approximate Timeline

RFP Issued:	Wednesday, July 23, 2025
Questions Due:	Friday, August 1, 2025
Final Addendum Issued:	Wednesday, August 6, 2025
Proposals Due:	Wednesday, August 13, 2025

F. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

G. Information

Questions or Requests for Clarification must be sent to Michael Woods, Senior Procurement Specialist, via email to michael.woods@cityofvancouver.us and be received by **4:00 p.m. on Friday, August 1, 2025**. No questions or Requests for Clarification should be submitted to the Project Manager. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on Wednesday, August 6, 2025**.

H. General Information Form

The GENERAL INFORMATION FORM, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead for it. If additional space is needed, pages may be attached behind this form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form will result in your proposal being deemed non-responsive and rejected.**

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFP 46-25 Online Rental Registration System

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.**

Failure to submit this form will result in your proposal being deemed non-responsive.

 _____ Authorized Official (Signature)	8/12/2025 _____ Date
Kelsey Shaner _____ Printed Name of Authorized Official	Operations Manager _____ Title of Authorized Official
Concourse Tech Inc. _____ Company Name	Kelsey Shaner _____ Contact Person
169 Madison Ave, Suite 15520 _____ Address	New York, NY 10016 _____ City, State, Zip
646-305-9964 _____ Phone Number	kelsey@concoursetech.com _____ E-Mail Address
920732705 _____ Federal Tax ID #	605 885 389 _____ Unified Business Identifier
C-Corporation _____ Organization type	Delaware _____ State in which Entity is Formed/Organized

Note: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at cityofvancouver.bonfirehub.com.

A. Submittal Requirements & Procedure

Submittal Requirements: Proposals should be concise and only include information requested.

- Proposals must be submitted via the Procurement Portal.
- Page size: 8.5" x11"
- Minimum font size: 12 point
- Maximum number of pages: 30
 - **INCLUDED** IN THE PAGE COUNT: Evaluation Criteria responses, charts, graphs, pictures, samples of previous work products if requested, and all other text.
 - **NOT INCLUDED** in the page count: General Information Form (**Failure to submit this Form will render the proposal non-responsive and therefore void**) and front and back cover.
 - **NOT INCLUDED** in the page count, if included at the end of the proposal as attachments: resumes and contract exceptions or redlines. If these items are contained in the body of the proposal those pages will be included in the total number of maximum pages.
 - If proposals exceed the maximum page count evaluators will not review or score information that goes beyond the 31st page.

Submittal Procedure: Proposals are to be submitted through Bonfire:

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, August 13, 2025.**

Proposers must submit proposals online through the City of Vancouver's Procurement Portal: cityofvancouver.bonfirehub.com. Instructions on how to submit through the portal are available through the help function within the website.

- All proposals must be submitted in Bonfire by the time/date listed.
- Proposers shall allow enough time for electronic submittal and acceptance to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Proposals submitted **IN PERSON**, by **MAIL, EMAIL** or **FAX** will not be accepted.
- Bonfire will not accept submittals after the listed date and time. The City of Vancouver is not responsible for delays in submission.

B. Evaluation Process

The City will determine the most qualified proposer based on the Evaluation Criteria listed using predetermined weights and the responsiveness of the Proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed herein under

the “Evaluation Criteria” section plus any additional, relevant topics which may arise during both the formal presentation and the question-and-answer portions of the interview. If interviews are conducted, and your firm is selected for an interview, you will be contacted by the City for next steps.

C. Evaluation Criteria

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process.

In the event that a proposer has concerns with the attached agreement, they **must** address those concerns within the submitted proposal. A list of exceptions and/or redline edits to the draft agreement must be attached for exceptions to be considered. Request to modify the agreement after the solicitation’s closing date and time will not be considered.

Each proposal shall include:

- 1. Project Approach and Understanding:** Information under this section should include, but not be limited to, your understanding of the City’s requirements, and a proposed project schedule and your firm’s approach:
 - a. Demonstrate a clear understanding of the project by providing a concise description of how you propose to provide software that addresses the needs of this RFP.
 - b. Provide a detailed description of the proposed software and services and the means and methods to be used to accomplish the tasks identified in the Scope of Work section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.
 - c. Provide a detailed description of the firm’s approach to overall project management, allocation of resources, and integration of all activities required by the Scope of Work.
 - d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Scope of Work.
- 2. Proposer Capabilities and Qualifications:** Provide an overview of the Proposer’s organization, size and experience; major clients; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process.
 - a. Provide company description; include number of years in business, size, specialties, etc.

- b. Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
- c. Describe other resources your firm intends to commit to provide the required services under this contract.
- d. Describe how your firm, and the personnel assigned to this project, will perform the work required while also working on other on-going projects.
- e. Provide a list of best practices your company utilizes when making recommendations.
- f. Provide information describing previous experience with governmental agencies, preferably cities, for similar contracts that best characterize your firm's capabilities and work quality.
- g. Provide the name and address of any sub-consultant that may perform work under this contract and what services they may provide. Include information about their pertinent experience and the name, title and brief description of duties and years of related experience for each staff member that will be assigned to this project.

3. Technical Capabilities: Information under this section should include, but not be limited to the following areas:

- a. Provide details how your services and software meets or exceeds the System Specifications from the scope of work.
- b. Describe your protocol for data or system breaches as it relates to your customers.
- c. Describe termination of service data extract (data ownership) and expected time frame for data extraction. Will you certify destruction of data after termination of service.
- d. Describe how your solution ensures security of data transmitted through the system and explain your standards for identity management.
- e. Describe the technical support you offer and the hours of support.
- f. Describe the training offered to staff using the solution.
- g. Identify whether or not your organization gets SOC 2 reports and whether or not you would be willing to share them with the City annually.

4. References: Provide at least three references from other local government projects of similar size and scope performed within the last three years. Please provide details of work done on each project.

In conducting reference checks, the City may include itself as a reference if the firm has performed past work for the City, even if the firm did not identify the City as a reference. Likewise, the City reserves the right to check references for the Proposer firms from

others even if they were not identified by the Proposer as references in the submitted RFP.

5. **Format and Clarity of RFP:** The structure, accuracy, and clarity of the proposal.
6. **Cost Proposal:** Provide a fixed cost proposal for all personnel requirements and any other applicable costs associated with the services to be provided. Include the hourly rates of those individuals that may perform work under this contract. Detail annual renewal and maintenance fees.

D. Evaluation Scoring

The City's choice of Consultant will be made by evaluating the Proposal submitted. Each proposal received in response to this RFP will be evaluated and scored as follows:

1. General Information Form (Pass/Fail)
2. Project Approach and Understanding (20 points maximum)
3. Proposer Capabilities and Qualifications (20 points maximum)
4. Technical Capabilities (30 points maximum)
5. References (5 points maximum)
6. Format and Clarity of RFP (5 points maximum)
7. Cost Proposal (20 points maximum)

The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

E. Interviews/Demos

The City reserves the right to conduct interviews or demos of a short list of proposers. Should the City decide to conduct interviews/demos, the sessions will be evaluated in a manner similar to the proposals.

If an interview/demonstration is conducted, the following format will be used:

Type text here

1. Approximately 15-minute presentation
2. Approximately 60-minute demonstration
3. Approximately 15 minutes for questions and answers
4. The Consultant's proposed Project Manager shall lead the presentation.

The times listed above are approximate and the City reserves the right to adjust them as needed. Interview may be held in person or through a virtual meeting at the discretion of the City.

Topics covered in the interview session shall include the topics listed under the Submittal Criteria section plus any additional, relevant topics which may arise during both the formal presentation and the question-and-answer portions of the interview. If interviews are conducted, and your firm is selected for interview, you will obtain more specific information on the interview process via email.

F. Award of Contract

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, received the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the city to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFP must be met as a condition of proposal acceptance.

The City will attempt to reach a final agreement with the highest scoring proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue, in the same manner, with remaining proposers until an agreement is reached.

The successful proposer will be required to enter into an agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to, the terms and conditions listed on the attached sample Services Agreement (see Attachment "A") which are meant to be non-negotiable but may be modified at the City's sole discretion. This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

If required, upon successful completion of contract negotiations, a recommendation will be forwarded to City Council for approval. Until approved by City Council, no contract can be executed and no award is final.

G. Debrief

Following award of the contract, proposers may request a debrief from Procurement staff to learn more about the evaluation of their proposal and the scores. Debrief sessions can be done in person, through teams, or via email.

H. RFP General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability of such purchase. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and “valuable formula”, are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request for the proposer’s proposal. If the proposer believes its records are exempt from disclosure, it is the proposer’s sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer’s discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

Protests

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt to the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as needed. The Procurement Specialist shall reply to the protest within three days.

Pre-Award Protest

The City must receive such a protest within five days after bid opening or notification of intent to award for Request for Proposals. These protests are to be submitted to the Procurement

Manger. Copies of the protest may be provided to the bidder against whom the protest is made if they are not copied on the original protest. At that time, the bidder whom the protest is made can respond in writing to the Procurement Manger, within two business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten days after receipt of the protest. If more time is necessary to complete a thorough review, the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two days' written notice of the City's intent to award.

For more information see the City of Vancouver Procurement's [Protest Policy](#).



City of Vancouver, Washington - Software Services Agreement

This Software Services Agreement (“Agreement”) is entered and effective on the last date signed below (“Effective Date”) by and between the City of Vancouver, a Washington municipal corporation with its principal location at 415 W. 6th Street , Vancouver, Washington 98660 (“City”) and [Company] a [state] [type of entity] with its principal location at [address] (the “Service Provider”). Together, the City and Service Provider are the “Parties”.

Recitals

1. Service Provider provides [services] (the “Services”).
2. The City desires to engage Service Provider to provide the Services.
3. Service Provider desires to provide City with the Services pursuant to the terms and conditions of this Agreement.

Agreement

The Parties agree as follows:

1. **Services.** Service Provider will provide the Services as stated on the applicable purchase order, notice to proceed, or other ordering document (“Purchase Order”) issued under this Agreement.
2. **Professional Services.** The Parties will work together on implementation of the Services pursuant to Exhibit 2 – Professional Services and associated Statement(s) of Work, as applicable.
3. **License Grant.** Service Provider grants City a non-exclusive, worldwide, irrevocable during the Term license to use the Services for City business purposes.
4. **Acceptable Use Policy.** City will comply with Service Provider’s Acceptable Use Policy (“AUP”) as provided by Service Provider in Exhibit 4.
5. **City Data.**
 - 5.1. *Ownership; License Grant.* “City Data” means any and all data City provides to Service Provider or to the Services in connection with the use of the Services and any data generated by Service Provider in connection with providing the Services to City except for data generated by the Services for Service Provider’s internal business purposes, which is Service Provider data. City owns all City Data. City licenses City Data to Service Provider solely for the purposes of providing the Services to City or improving the Services for City. Service Provider shall not use City Data for any other purpose, including as artificial intelligence training data.

- 5.2. *City Data Self Export and Retention.* Provider will ensure that City can access and export City Data from the Services at any time. Service Provider will make available common exportable formats. Service Provider will ensure that City is able to set specific retention periods and purge City Data (individual records or records sets).
- 5.3. *Developer API.* If applicable, Service Provider will provide City with access to its developer API to allow City to develop integrations with other City services. Service Provider will provide any developer terms it may require as Exhibit 5 to this Agreement.
- 6. Service Provider Intellectual Property.** Service Provider maintains all right title and interest in and to its intellectual property in the Services, subject only to the license granted to City under this Agreement. City maintains all right, title and interest in and to City Data.
- 7. Fees; Payment.**
- 7.1. *Fees.* City will pay the undisputed fees for the Services provided by Service Provider as stated in the applicable Purchase Order and invoiced to City, within 30 days of the City's receipt of the invoice ("Fees"). Service Provider will send invoices to software@cityofvancouver.us.
- 7.2. *Fee Disputes.* City will pay all undisputed amounts pursuant to this Section 7. City may withhold payment of amounts that City disputes in good faith. City will notify Service Provider of any disputed amounts within 30 days of invoice date. The Parties will mutually agree in writing regarding the resolution of any dispute, within 60 days from the invoice date.
- 7.3. *Taxes.* City will pay all applicable taxes related to its receipt of the Services, including any sales, use, excise, or other tax required by law and any governmental fee, duty, or charges that may be imposed related to the Services received under this Agreement. City will have no responsibility for any taxes imposed on Service Provider's income.
- 7.4. *Fee Increases.* Service Provider shall not increase the Services fees during the Term or any Renewal Term, except on a per license basis at the same rate as the initial Purchase Order for any increases made under Section 7.5.
- 7.5. *License Increases and Decreases.* City may increase at any time during the Term or increase or decrease individual licenses, as applicable, in connection with a Renewal Term (as defined in Section 10).
- 8. Service Level Agreement.** City will accept Service Provider's Service Level Agreement if it conforms to or exceeds the minimum requirements stated in Exhibit 1.
- 9. Training.** Service Provider will provide initial and ongoing training for the Services for City users and technical support employees, subject to professional services terms and related fees, as applicable.
- 10. Term.** The initial term of this Agreement is five years ("Initial Term"). The Parties may mutually agree in writing to extend the term not less than 60 days prior to the end of the then-current term for up to five additional years (each, a "Renewal Term"). The Parties may terminate during the Initial Term or Renewal Term pursuant to Section 11. Together, the Initial Term and any Renewal Term are the "Term". The Parties may not extend the Term

beyond ten years. The Parties will comply with Section 11.2 in connection with expiration of the Term under this Section 10.

11. Termination; Transition Assistance.

11.1. *Events of Termination.*

11.1.1. For Convenience. The City may terminate this Agreement at any time with 30 days' prior written notice to Service Provider. This City will pay Service Provider all fees due for Services provided through the termination date. Service Provider will refund any City prepayments within 30 days of the termination date.

11.1.2. For Material Breach. City or Service Provider may terminate the Agreement for material breach by a party following written notice of the breach and 10 business days' opportunity to cure the breach. The Parties may mutually agree in writing to extend the cure period. In the event of a Security Breach as defined in Exhibit 3 – Data Security, Section 14.1.2, 14.1.4, 14.1.5, or 14.1.6, City may terminate the Agreement immediately without liability to Service Provider.

11.1.3. For Uptime Percentage Failures. City may terminate the Agreement immediately if Service Provider fails to meet its uptime percentage in any three months during the Term. Service Provider will refund any City prepayments within 30 days of the termination date.

11.2. *Effect of Termination; Transition Assistance.*

11.2.1. Final Payment. If applicable, City will pay Service Provider the undisputed amount due as of the termination effective date, within 30 days of the termination effective date.

11.2.2. License Termination. All licenses will terminate as of the termination effective date. City will cease use of the Services except as necessary to transition the Services during the Transition Assistance Period (defined in Section 11.2.5).

11.2.3. Return of City Data. Service Provider will work with City to ensure that all City Data is either exported from the Services or transitioned to another service provider in compliance with all City requirements provided in writing to Service Provider. Service Provider will work in good faith with City for up to six months following the termination effective date to resolve any data export or transition errors or inconsistencies. Service Provider shall securely purge all City Data from the Services after the end of the Transition Assistance Period as instructed in writing by the City. Service Provider may retain City Data in its database backups, support requests and tickets, audit logs, and server system logs. Service Provider's database backups that include City Data must be purged within 12 months of the end of the Transition Assistance Period.

11.2.4. Service Provider Confidential Information. Upon written request City will either return or destroy Service Provider's Confidential Information in its possession except that it may retain copies of such information as may be required for recordkeeping purposes under Applicable Laws.

11.2.5. Transition Assistance. Upon notice of termination, the Parties will mutually agree in writing to a transition plan within 30 days, or later if mutually agreed by the Parties in writing. Service Provider will provide all assistance City requires to

transition City Data in the Services from Service Provider to another service provider or to the City (“Transition Assistance Period”) at the then-current monthly cost of the Services.

12. Confidential Information; Public Disclosure Compliance

- 12.1. *Confidential Information.* Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW (“PRA”). City may be required to disclose this Agreement or related records, including records in Contractor’s possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
- 12.2. *Public Disclosure Compliance.* City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
- 12.3. *Subpoenas.* If either Party receives a subpoena requiring the disclosure of the other Party’s information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.
- 12.4. *City Data Confidentiality.* Notwithstanding Section 12.1-3, Service Provider will maintain the confidentiality of all City Data in its possession in conformance with Exhibit 3 – Data Security.

13. Data Security. Service Provider’s obligations regarding the security of City Data are set forth in Exhibit 3 – Data Security.

14. Representations and Warranties.

- 14.1. *By Service Provider.* Service Provider represents and warrants:
 - 14.1.1. it is lawfully formed and in good standing under the laws of its state of formation and is licensed to do business in the State of Washington;
 - 14.1.2. it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
 - 14.1.3. it will provide the Services in a professional manner using skilled personnel in conformance with industry standards. Service Provider will reperform any Services that breach this representation and warranty at no cost to City;
 - 14.1.4. it is or will become compliant with the federal E-Verify program within 60 days of the Effective Date by entering a Memorandum of Understanding (MOU) with the Department of Homeland Security’s E-Verify program;

- 14.1.5. it does not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 14.1.6. the Services contain no malicious code that could adversely impact either City access to the Services or City Data.
- 14.2. *By City.* City represents and warrants it is a municipal corporation lawfully formed and in good standing under the laws of the State of Washington.
- 14.3. *Breach of Representation and Warranty.* The Parties agree a breach by a Party of this Section 14 is a material breach of the Agreement.
15. **Indemnification.** Service Provider shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages including attorney's fees and consulting fees relating to (a) a third party claim asserting a violation of the intellectual property rights in relation to the Services; (b) its negligence or willful misconduct; (c) material breach of the Agreement; (d) non-compliance with Applicable Laws; (e) a Security Breach as defined in Exhibit 3 – Data Security; (f) a third-party WPPRA claim involving Service Provider information; and (g) Service Provider's court action to enjoin release of Service Provider information under the WPPRA. City will promptly notify Service Provider of a claim under this Section 15 and will provide reasonable cooperation to Service Provider in the defense of the claim. Service Provider will have control over defense and settlement of the claim, except that Service Provider will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.
16. **Limitation of Liability.** EXCEPT FOR A BREACH OF OBLIGATIONS IN EXHIBIT 3 - DATA SECURITY, SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS, OR SERVICE PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING LOST PROFITS, LOST BUSINESS, DAMAGE TO REPUTATION REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.
17. **Insurance.** Service Provider shall maintain insurance during the Term, through a provider licensed to do business in the State of Washington, sufficient to meet its obligations under this Agreement in amounts not less than:

COVERAGE	LIMITS OF LIABILITY
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I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Technology Errors & Omissions	
Policy shall include coverage against claims related to intellectual property infringement, privacy violations, data breaches, information theft, damage to or destruction of City Data, intentional and/or unintentional release of City Data, and alteration of City Data, extortion, and network security.	\$2,000,000

- 17.1. *Compliance with other Insurance Policies.* Service Provider will remain compliant with all other insurance obligations it may have pursuant to its personnel or Applicable Laws.
- 17.2. *Coverage Trigger.* Service Provider's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- 17.3. *Additional Insured Requirement.* The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- a. *Certificates.* The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Service Provider will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

18. **Audit Rights.** City or its designated agent may audit Service Provider's compliance with this Agreement. City will provide Service Provider with reasonable prior notice of an audit. Service Provider will provide any City-related financial reports and security compliance documentation upon written request for audit purposes. The Parties may mutually agree in writing to an alternative to an in-person audit.

19. **General Provisions.**

- 19.1. *Cooperative Purchasing:* The Washington State Interlocal Cooperation Act, RCW 39.34 ("ICA"), authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Service Provider agrees that other public agencies may purchase services under this Agreement at their own cost in compliance with the ICA. City will have no liability or obligation to Service Provider related to that separate agency agreement.
- 19.2. *Relationship of the Parties.* The relationship of the Parties under this Agreement is that of independent contractors. Service Provider is solely responsible for the

manner, method, and means of providing the Services. Service Provider and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Service Provider will pay all Service Provider personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

- 19.3. *Subcontractors.* Service Provider will not use subcontractors to provide the Services except with the City's prior written consent. Service Provider is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 19.4. *Compliance with Law.* The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws") in the performance and receipt of the Services. Service Provider shall modify the Services as necessary to comply with Applicable Laws.
- 19.5. *Permits, Licenses, Certifications.* Service Provider is responsible for obtaining any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Service Provider's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 19.6. *Americans with Disabilities Act Accessibility.* Service Provider will ensure the Services are minimally compliant with WCAG 2.1 Level AA in compliance with the Americans with Disabilities Act. Service Provider will certify its compliance by providing an accessibility conformance report to City upon request.
- 19.7. *Publicity.* Neither party may use the other party's name or trademarks for any purpose without the prior written consent of the other party.
- 19.8. *Survival.* Sections 5.1, 11, 12, 13, 15, 16, and 20 will survive termination of this Agreement.
- 19.9. *Waiver.* A party's waiver of any term of this Agreement must be in writing and be signed by the party waiving compliance.
- 19.10. *Remedies.* Remedies under this Agreement are cumulative; exercise of one remedy will not exclude or waive any other remedy.
- 19.11. *Assurances.* City may require Service Provider to make written assurances of its ability to perform under the Agreement, including as stated in Exhibit 3 – Data Security.
- 19.12. *Third Party Beneficiaries.* There are no third-party beneficiaries under this Agreement.
- 19.13. *Counterparts.* This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.
- 19.14. *Order of Precedence.* If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders (if applicable); Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

- 19.15. *Assignment.* Service Provider shall not assign this Agreement without the express written consent of the City. Any assignment in violation of this subsection is null and void. Subject to this Section 19.15, this Agreement is binding on permitted assigns.
- 19.16. *Notices.* All notices will be hand delivered, sent by certified mail, or sent by electronic mail with receipt confirmed by a Party. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is acknowledged by a Party. Notice must be addressed to the Parties at:

For City:

If by mail or email: City of Vancouver, Attn: Anna Vogel, Procurement Manager, P.O. Box 1995, Vancouver, WA 98668 Email to: anna.vogel@cityofvancouver.us

If by in person delivery: City of Vancouver, Attn: Anna Vogel, Procurement Manager, 415 W 6th Street, Vancouver, WA 98660

For Service Provider:

Name: Concourse Tech Inc.

Address: 169 Madison Ave, Suite 15520

City, State, Zip: New York, NY 10016

Email: sales@concoursetech.com

A party may update this section of this Agreement by written notice to the other Party.

- 19.17. *Severability.* If a court with jurisdiction over the matter determines that any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 19.18. *Governing Law; Venue.* This Agreement is governed by the laws of the State of Washington without regard to its conflict of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 19.19. *Amendment.* This Agreement may not be altered except by written amendment, which must be signed by the Parties to this Agreement.
- 19.20. *Entire Agreement.* This Agreement, together with its exhibits and any amendments, is the entire agreement between the Parties and supersedes all other agreements between them whether written or oral in nature.

[Signature page follows.]

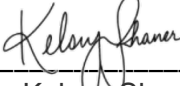
Signature Page

By their duly authorized signatories below, the Parties enter this Agreement as of the Effective Date.

City:
CITY OF VANCOUVER, a municipal
corporation

Service Provider:
[Service Provider Name]
Concourse Tech Inc.

By: _____
Name:
Title:

By:  _____
Name: Kelsey Shaner
Title: Operations Manager

Date:

Date:

Attest:

Name:
Title:

Approved as to form:

For the City Attorney's Office

Exhibit 1 – Service Level Agreement

City will accept Service Provider's Service Level Agreement if it conforms to at least the following requirements.

1. **Uptime Percentage.** Service Provider will maintain a 99.8% uptime percentage, except for scheduled maintenance, which may not exceed 4 hours per month. Emergency maintenance will be calculated into total uptime for the purposes of determining the uptime percentage. The uptime percentage calculation will be as follows:

$$(\text{Total minutes for month} - 240 - \text{Unplanned outage}) / (\text{Total} - 240) \geq 99.8\%$$

2. **Service Credits.** City and Service Provider will meet to discuss corrective actions following the first uptime percentage that is not at least 99.8%. In the second month during the Term that Service Provider misses its uptime percentage, Service Provider will refund 50% of that month's; subscription fee. In the third month during the Term that Service Provider misses its uptime percentage, Service Provider will refund 100% of that month's; subscription fee and City may terminate pursuant to Section 11.1.4 of the Agreement.
3. **Support Response Times.** City measures response time from the point when City sends the request to Service Provider to when Service Provider responds to and resolves the request.
 - 3.1. **Severity Level 1 Issues:** A Severity Level 1 issue is an issue with the Services that prevents the City from accessing the Services or prevents the City from completing critical business processes. Service Provider has provided no workaround. For any Severity Level 1 issue, Service Provider will respond within 15 minutes of receipt of request and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issue as necessary if the resolution time is longer than one hour. Service Provider will maintain communication with City during resolution of the Severity Level 1 issue to ensure City is fully informed through the resolution process.
 - 3.2. **Severity Level 2 Issues:** A Severity Level 2 issue is an issue with the Services that prevents the City from completing one or more critical business processes with a significant impact. Service Provider has provided no workaround. For any Severity Level 2 issue, Service Provider will respond within 1 hour of receipt of request and will remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issues as necessary if the resolution time is longer than 4 hours. Service Provider will maintain communication with City during resolution of the Severity Level 2 issue to ensure City is fully informed through the resolution process.
 - 3.3. **Severity Level 3 Issues:** A Severity Level 3 issue is an issue with the Services that prevents the City from completing one or more important business processes. A workaround exists but makes it more difficult to complete the business process. For any Severity Level 3 issue, Service Provider will respond within 4 hours of receipt of

request. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issue as necessary if the resolution time is longer than 24 hours. Service Provider will update City during resolution of the Severity Level 3 issue to ensure City is aware of the resolution timeline.

- 3.4. *Severity Level 4 Issues:* A Severity Level 4 issue is an issue with the Services that disrupts important City business processes where a workaround exists that does not make it more difficult to complete those processes. For any Severity Level 4 issue, Service Provider will respond within 24 hours of receipt of request. Service Provider will work to resolve the problem until the Services resume normal operation, escalating the issue as necessary if the resolution time is longer than 48 hours. Service Provider will update City during resolution of the Severity Level 3 issue to ensure City is aware of the resolution timeline.
- 3.5. *System Availability.* Service Provider will send all communications regarding planned and unplanned outages to help.desk@cityofvancouver.us.

Exhibit 2 - Professional Services Terms

The terms in this Exhibit 2 are specific to professional services Service Provider may provide to City as part of implementing the Services.

1. **Professional Services Representation and Warranty.** Service Provider will provide the professional services in a professional manner using skilled personnel in conformance with industry standards. Service Provider will reperform any professional services that breach this representation and warranty at no cost to City.
2. **Implementation.** The Parties will mutually agree on an implementation timeline, which will be incorporated as an Amendment to this Agreement.
3. **Delays.** If either Party is delayed in the implementation process for reasons beyond a Party's reasonable control, the affected Party will notify the other Party as soon as reasonably possible so that the Parties may negotiate a reasonable extension to the implementation timeline, which will be confirmed in writing and be incorporated as an Amendment to this Agreement.
4. **Key Personnel.** Service Provider will appoint a key person to work with City and will maintain continuity with the key person to the extent possible throughout the implementation process.
5. **Payment.** Payment for the professional services will be pursuant to Section 7 of the Agreement.
6. **Expenses.** City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Service Provider wages incurred during travel time. City will not reimburse any expenses beyond those preapproved in writing, including personnel time overages. City will pay only those personnel hours that are preapproved in writing. Service Provider will not include any flat hourly fee on its expense invoice, City will pay only actual time incurred by Service Provider personnel.
7. **On-Premises Personnel.** While on City premises, Service Provider personnel shall (i) comply with City rules and regulations regarding personal and professional conduct generally applicable to such City facilities (including compliance with City's dress code, City identification badge requirements, and adherence to City's regulations and general safety practices and procedures), (ii) comply with City requests related to personal and professional conduct, and (iii) otherwise conduct themselves in a businesslike and professional manner.
8. **Deliverables.** City must approve any deliverables related to the implementation in writing.

Exhibit 3 – Data Security

This Data Security Exhibit sets forth Service Provider's minimum obligations with respect to its data security practices to ensure the confidentiality, integrity, and availability of City Data in the Services.

1. **Security Practices.** Service Provider shall develop, implement and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Service Provider will enact safeguards that are compliant with industry best practices for the specific City Data in the Services.
2. **Compliance with Data Protection Laws.** Service Provider acknowledges that compliance with Applicable Laws under Section 19.4 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.
3. **Compliance with Service Provider Policies.** Service Provider will comply with its policies and procedures related to privacy and data protection, including any privacy policy or notice in effect.
4. **Minimum Safeguards.** Service Provider shall implement at least the following security safeguards:
 - 4.1. *Least Privilege.* Service Provider will ensure only Authorized Persons have access to City Data. Service Provider will implement authentication and access controls to enforce least privilege. "Authorized Persons" means Service Provider's authorized employees and authorized subcontractors that have a legitimate need to access City Data to perform obligations under the Agreement. Service Provider shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this Agreement.
 - 4.2. *Software Development Lifecycle.* Service Provider shall ensure NIST's Secure Software Development Framework is reflected in its Software Development Lifecycle design.
 - 4.3. *Site Security.* Service Provider shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
 - 4.4. *Vulnerability Management.* Service Provider shall maintain a vulnerability management program and regularly patch such vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
 - 4.5. *Data Encryption.* Service Provider shall encrypt all City Data in transit and at rest. Service Provider shall ensure any mobile media that may contain City Data is encrypted. Service Provider shall ensure its internal networks including wireless networks encrypt network activity. Service Provider encryption in transit must be FIPS 140-2 validated ("certified") by the Cryptographic Module Validation Program and use minimal 128-bit strength symmetric cipher key. Service Provider encryption at rest must be FIPS 197 certified and at least 256-bit strength.
 - 4.6. *Data Segregation.* Depending on tenant type, Service Provider shall ensure City Data is logically or physically separated from other customer or Service Provider data.
 - 4.7. *Background Checks.* Service Provider will complete a background check for all Authorized Persons.
 - 4.8. *Security Training.* Service Provider shall provide all Authorized Persons with training on information security and data privacy knowledge at least once per year.

5. **Location of City Data.** Service Provider shall maintain City Data solely in data centers that are geographically distinct and support high availability of City Data and that are compliant with Applicable Laws.
6. **Security Breaches.** A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Service Provider’s possession.
 - 6.1.1. *Notice.* Service Provider will notify City within 72 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Service Provider will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
 - 6.1.2. *Coordination.* Immediately after Service Provider provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Service Provider will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Laws.
 - 6.1.3. *Root Cause Analysis.* As soon as possible following the Security Breach, Service Provider will complete a root cause analysis and will provide a plan to City for remediation and prevention.
 - 6.1.4. *Third-Party Notice.* Service Provider will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
 - 6.1.5. *Costs.* In addition to its indemnification obligations, Service Provider will reimburse City for all reasonable costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Service Provider will pay or reimburse City for any regulatory fines or other legal costs the City incurs associated with the Security Breach.
7. **SOC II Type 2 Reports.** Service Provider will provide an annual SOC II Type 2 report for a period covering at least 6 months that addresses Service Provider’s security, availability, processing integrity, confidentiality, and privacy controls applicable to Service Provider and the Services under the Agreement as well as Service Provider’s data centers, if such provider releases their SOC II Type 2 report to third parties. SOC II Type 2 Reports are exempt from public disclosure requirements under RCW 42.56.420(4) and the City will notify Service Provider pursuant to Section 12.1.
8. **Business Continuity and Disaster Recovery.** Service Provider will maintain a business continuity plan and a disaster recovery plan. Service Provider will provide executive summaries of these plans upon City’s request. Service Provider’s backup or disaster recovery sites that maintain City Data must be at least 250 miles from any other data center that hosts City Data to ensure geographic separation.
9. **Audit; Service Provide Annual Audit; Questionnaires.**
 - 9.1. *Audit Acknowledgement.* Service Provider acknowledges that compliance with Section 18 of the Agreement includes City’s audit of Service Provider’s security practices as required by this Exhibit.

- 9.2. *Service Provider Annual Audit.* Service Provider will audit compliance with this Agreement internally at least annually. The audit will include a penetration test performed by a qualified third-party vendor with information security expertise as well as a network-level vulnerability assessment. Service Provider will provide its annual audit report upon request. Service Provider will remediate any deficiencies identified in the audit at its own expense and provide updates to City upon request.
- 9.3. *Information Security Questionnaire.* Service Provider will complete City's information security questionnaire upon request from City, at least annually, at no additional cost to City.

Exhibit 4 – Service Provider Acceptable Use Policy

Exhibit 5 – Service Provider API Developer Terms (if applicable)