REQUEST FOR PROPOSALS

Project Website Redesign, Development, and Migration Services

Due Date 5:00 p.m. PST, Monday, December 7, 2026

Contact communications@burienwa.gov

Scope of Work Notice is hereby given that the City of Burien, Washington, will receive proposals for Website Redesign, Development, and Migration Services. The selected vendor will research, design, build, and launch a new, accessible, and secure City website (burienwa.gov) on the WordPress platform, migrate content from the City's current platform, and train City staff to manage the site long-term. Any vendor providing services under this contract shall comply with all federal, state, county, and city codes and regulations applicable to such work.

Detailed information, including general terms & conditions, requested services, and requirements, is available at Burien City Hall, 400 SW 152nd Street, Suite 300, Burien, WA 98166, or by e-mail to: Communications@burienwa.gov.

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.

City of Burien is an Equal Opportunity and Affirmative Action Employer.

Date of Notice November 18, 2026

- The Seattle Times
- The Daily Journal of Commerce
- City of Burien Public Notices webpage

CITY OF BURIEN

REQUEST FOR PROPOSALS

Website Redesign, Development, and Migration Services

AT CITY HALL

400 SW 152ND STREET, SUITE 300

BURIEN, WA 98166

Issue Date: November 18, 2026

Due Date: December 7, 2026

REQUEST FOR PROPOSAL

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1. General Information

1.00 Introduction and Background

The City of Burien seeks proposals from qualified firms, or teams of firms, to redesign and rebuild the City's primary website, burienwa.gov.

For many residents, the website is how they access local government. People use it to pay a bill, apply for a permit, register a child for a recreation program, read a council agenda, or find out what to do in an emergency. When the website works, people get what they need without waiting on hold or making a trip to City Hall. When it does not, they call staff, give up, or go without.

Burien's current website launched in 2018 on a proprietary platform that has not kept pace with residents' or City departments' needs. With the vendor ending support of the platform in 2027, the City is seeking a modern, maintainable platform that it fully owns and controls.

This project fulfills a commitment in the City's Strategic Plan. Under the goal of Centering Community Accountability, the Plan calls for digital engagement infrastructure that is maintained, expanded, and adapted to meet community needs and expectations, and it names a new website as one of three strategies to achieve that goal.

The new website must comply with the U.S. Department of Justice's ADA Title II web accessibility rule, which requires state and local government web content and mobile apps to conform to the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA. The City's compliance date under the current rule is April 26, 2027.

The City is also modernizing its broader technology environment, including Laserfiche, Esri ArcGIS, and Tyler Munis. The new website should work alongside these systems and connect to them where practical.

The City's goal is a trustworthy and user-friendly website that residents can easily navigate, that City staff can maintain efficiently and confidently, and the City retains full ownership and control.

1.01 Communications

All vendor communications concerning this request should be directed to Devin Chicras. Any oral communications will be considered unofficial and nonbinding to the City of Burien ("City").

Name: Administrative Services Department
Communications Division
Attn: Devin Chicras

Address: 400 SW 152nd Street, Suite 300
Burien, WA 98166
Telephone: 206-241-4647

E-mail: Communications@burienwa.gov

From the release of this RFP until contract execution, withdrawal, or cancellation, proposers and their representatives shall not contact any City elected official, employee, or evaluation committee member regarding this RFP, except the designated contacts above. Violation may result in disqualification.

1.02 Preliminary Schedule

These dates are estimates and are subject to change by the City without notice.

Event	Date
RFP released	[November 18, 2026]
Written questions due	[November 25, 2026]
Addendum with answers issued	[December 2, 2026]
Proposals due	[December 7, 2026, 5:00 p.m.]
Finalist interviews and demos	[Week of December 14, 2026]
Contract execution	[December 30, 2026]
Accessibility audit of current site delivered	[February 2027]
Website launch target	[Spring 2027]

1.03 Response Format

Proposals shall be submitted as a single searchable PDF, not to exceed 25 pages excluding forms, résumés, and work samples. Proposals should be organized in the order listed in Section 3.07 and written plainly. The City values clarity over length. Pages beyond the 25-page limit will not be evaluated.

1.04 Completeness of Proposal

The vendor must attach the Proposal Form (Form 1) signed by a vendor representative authorized to bind the proposing vendor contractually. This statement must identify any exceptions that the vendor takes to the City's RFP or declare that there are no exceptions taken to the RFP.

1.05 Proposal Submission

Proposals must be submitted by email to Communications@burienwa.gov no later than 5:00 p.m. (PST) on December 7, 2026. The time of receipt will be determined by the timestamp of the City's email system. Proposers are solely responsible for ensuring timely delivery, including file size limits and email filtering. Late proposals will not be considered. All proposals and accompanying documentation become the property of the City and will not be returned.

1.06 Vendor's Cost to Develop Proposals

All costs incurred in preparing proposals, attending interviews, providing demonstrations, or participating in negotiations are solely the proposer's responsibility and shall not be chargeable to the City.

1.07 Artificial Intelligence Disclosure

The City requires transparency about the use of generative artificial intelligence (AI) in delivering the work under this RFP. Proposers shall disclose any anticipated use of generative AI in developing website content, images, code, plugins, testing, accessibility remediation, or other deliverables. The City does not prohibit the use of AI in the work, but the selected vendor remains fully responsible for the accuracy, accessibility, security, and legal compliance of all deliverables, regardless of how they are produced. Routine use of AI-assisted tools for spelling, grammar, formatting, or similar support does not require disclosure. This requirement applies to work performed under the contract, not to the preparation of the proposal itself.

2. Terms and Conditions

2.01 RFP Amendments

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

The City reserves the right, at its sole discretion, to modify the RFP schedule, issue amendments or addenda, or cancel or reissue the RFP, in whole or in part, at any time without prior notice. All amendments and addenda issued by the City shall become part of the RFP.

2.02 Rejection of Proposals, Cancellation, and No Obligation to Award

The City reserves the right, at its sole discretion, to reject any or all proposals; waive any minor informalities or irregularities; accept any proposal deemed to be in the best interest of the City; or decline to award a contract.

The City may cancel, modify, or reissue this RFP, in whole or in part at any time prior to contract execution, without liability to any proposer. Reasons for cancellation may include, but are not limited to, insufficient funding or unavailable funding; limitations in City staff or resources; changes in City priorities, policies, or strategic direction; changes in applicable laws or regulations; proposals that exceed available funds or do not meet the City's needs; or any other circumstance the City determines warrants such action in its best interest. The City reserves the right to reduce or modify the scope of services, award a contract for less than the full scope of work, or issue a revised solicitation.

Neither the issuance of this RFP nor any action taken during the solicitation or evaluation process—including receipt or evaluation of proposals, interviews, rankings, selection, or notification of a successful proposer—shall constitute a binding agreement, create a property or contractual right, or obligate the City to award or execute a contract.

The City shall not be liable for proposal preparation or submission costs, lost profits, anticipated revenues, or other costs, expenses, or damages arising from the modification, cancellation, or reissuance of this RFP; rejection of any proposal; or a decision not to award a contract, to the fullest extent permitted by applicable law. No contractual obligation shall arise unless and until a written contract has been fully executed by the City and the selected proposer. By submitting a proposal, each proposer acknowledges and agrees to these terms.

2.03 Protest Procedure

Any prospective proposer may protest the terms of this RFP. Only proposers who submitted a timely proposal may protest a determination of non-responsiveness, the evaluation of proposals, or the selection of the successful proposer.

Protests concerning the terms of this RFP must be received before execution of a contract execution with the successful proposer. Protests regarding non-responsiveness, evaluation, or selection must be received within three (3) business days after the City emails notice of the determination or selection to the contact listed on Company Information Form 2. Notice is effective when sent.

All protests must be submitted by email to Communications@burienwa.gov and must identify the specific RFP provision or City action being protested, together with the facts and grounds supporting the protest. Protests are limited to the grounds stated. Disagreement with the evaluation committee's professional judgment is not, by itself, grounds for protest.

The City Manager or designee, who will not have served on the evaluation committee, will issue a written decision within ten (10) business days after receipt of a protest. The decision is final.

The City reserves the right, in its sole discretion, to proceed with contract negotiations and execution while a protest is pending if the City determines it is in the City's best interest.

Failure to comply with the protest procedures and deadlines set forth in this section constitutes a waiver of the right to protest under this RFP. The City's decision to cancel this RFP under Section 2.02 shall not be subject to protest under these procedures.

2.04 Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that its proposal and the content are valid for 90 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.

2.05 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 become public records upon receipt by the City, subject to mandatory disclosure upon request, unless exempt from disclosure under applicable law.

Proposers who believe any portion of their proposal is exempt from public disclosure must clearly mark each affected page as "CONFIDENTIAL" or "PROPRIETARY" and cite the applicable statutory exemption

Marking an entire proposal as confidential or proprietary is not acceptable and does not exempt the proposal from disclosure.

If the City receives a public records request for marked material, and determines that third-party notification is appropriate, the City will notify the proposer and provide [ten (10)] business days from the date of notification to seek a court order prohibiting disclosure under RCW 42.56.540. If no order is obtained, the City may release the records without liability to the proposer.

2.06 Business License and Taxation

The Vendor awarded the Contract will be responsible for obtaining and maintaining any required City of Burien Business License and complying with all applicable Business and Occupation Tax requirements in accordance with the Burien City Code. Questions about the City's Business License or taxes should be directed to City Hall at (206) 241-4647.

2.07 Insurance Requirements

Selected Vendor will comply with the insurance requirements as listed in the Sample Contract, Exhibit "B".

2.08 Equal Opportunity Requirements

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

In performing services under the Contract, the Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, marital status, disability, citizenship or immigration status, honorably discharged veteran or military status, or any other status protected by applicable law.

2.09 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 Burien ordinances relative to the execution of the work.

2.10 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.

2.11 Ownership and Control

The City shall own all deliverables produced under this contract, including design files, source code, custom themes and plugins, content, documentation, and data. All hosting, domain, software license, analytics, and administrative accounts shall be registered in the City's name, with the City holding full administrative credentials at all times. Proposers must disclose any pre-existing or third-party intellectual property included in deliverables and grant the City a perpetual, royalty-free license to use it.

3. Requested Services

3.01 Timeline

The City anticipates work beginning in January 2027, with launch targeted for spring of 2027. Proposers shall submit a realistic, phased schedule. The City values an achievable plan over an optimistic one.

Because the City's ADA Title II compliance date of April 26, 2027 will likely precede launch, proposals must describe how the approach reduces compliance risk in the interim. At minimum, the accessibility audit of the current site, including a sample of PDF documents, shall be delivered early in the project so City staff can remediate high-priority content before the compliance date.

The contract term will run through launch and a 180-day post-launch warranty period, with optional annual renewals of up to [three] years for hosting and maintenance services.

3.02 Cost Estimates

Proposers shall provide a fixed fee for each phase, itemized first-year and three-year costs for hosting and software, hourly rates for additional services, and a list of all third-party software, plugins, and licenses with their recurring costs. Proposers may offer optional enhancements if clearly separated from the base proposal.

3.03 Scope of Services

Phase 1: Discovery, Research, and Audits

- Project kickoff with the Core Team and Executive Team.
- Interviews or workshops with City departments to document business needs.
- External user research, such as surveys, analytics review, and usability testing of the current site with residents, including people who use assistive technology.
- Internal user research with current and future website editors.
- Content inventory and audit of the current site, including pages and documents, with recommendations to keep, revise, consolidate, or remove each item.
- Accessibility audit of the current site against WCAG 2.2 Level AA, including a representative sample of PDF documents, delivered as a prioritized remediation list.
- Usability and information architecture assessment.
- Assessment of the City's ancillary websites and online tools, with recommendations on which to consolidate, integrate, link, or leave as-is. Implementation of consolidation is outside the base scope.
- Baseline report of current analytics, performance, and accessibility metrics.

Phase 2: Information Architecture and Design

- New information architecture and site map, validated through user testing such as tree testing.
- Wireframes for all key page templates.
- Visual design system and accessible component library consistent with City branding.
- Page templates including, at minimum: homepage, department landing page, service or topic page, news, events calendar, document library, search results, alerts, and forms.
- Up to two rounds of revisions per deliverable.

Phase 3: Development and Migration

- Development of a custom WordPress theme using the native block editor, built to the technical requirements in Section 3.05.
- Configuration of staging and production environments.
- Migration of approved content from the current platform. The current site contains approximately [X] pages and [Y] documents.
- Redirect map from current URLs to new URLs to preserve bookmarks and search rankings.

- Integration, linking, or embedding of key City systems as identified in Phase 1, such as GIS maps, permitting, recreation registration, agendas, and public records.
- Quality assurance, including manual accessibility testing with screen readers, cross-browser and mobile testing, performance testing, and security review.
- Support for City user acceptance testing.
- Launch, cutover, and support for retrieving all data and files from the current vendor.

Phase 4: Training, Documentation, and Handoff

- Role-based training for site administrators and content editors, with recordings the City may reuse.
- Administrator documentation covering site configuration, updates, backups, and user management.
- Editor guides and templates supporting the City's content standards.
- Launch support materials, such as screenshots and feature descriptions, for the City's communications plan.
- Full handoff of all backend services to City technical and business staff.
- A 180-day post-launch warranty covering defects at no additional cost.

Optional Services (priced separately)

- Managed hosting.
- Ongoing maintenance and on-call support, including security patching, core and plugin updates, backups monitoring, and a defined number of support hours per month.

3.04 City Responsibilities

The City will:

- Provide a project manager and Core Team available for regular meetings.
- Revise and write content through City departments, guided by the vendor's content audit.
- Develop content standards and editor roles, with vendor support.
- Lead the communications and promotion plan for the new site.
- Provide feedback on deliverables within five business days.
- Coordinate access to current systems, DNS, and the current vendor.

3.05 Technical Requirements

Managed WordPress Hosting

- Hosting plan specifically designed/optimized for WordPress (not generic shared hosting)
- Server-level caching (object cache, page cache, e.g., Redis/Varnish)
- PHP 8.x support with the ability to select/update the version
- MySQL/MariaDB managed database with regular optimization
- Staging environment included (for testing updates before pushing to production)
- SLA-backed uptime guarantee (99.9% or better)

Security Features

- Web application firewall (WAF)
- Malware scanning and automatic remediation
- DDoS mitigation
- Free SSL/TLS certificate with auto-renewal
- Brute-force login protection/rate limiting
- Two-factor authentication support for WP admin accounts
- Isolated hosting environment (no cross-site contamination in shared environments)

Backups

- Automated daily backups (minimum), retained for at least 30 days
- On-demand manual backup option before major changes
- One-click restore functionality
- Off-site/geographically redundant backup storage

Patching & Vulnerability Management

- Automatic WordPress core updates (minor/security releases)
- Automatic or managed plugin and theme updates with rollback capability
- Vulnerability monitoring/alerting for installed plugins and themes
- Documented patch management SLA (e.g., critical patches applied within 24-48 hrs.)

Platform & Technical Specs

- Latest stable WordPress core version
- PHP version: 8.1+
- HTTPS enforced site-wide (HSTS enabled)
- Support for modern image formats (WebP/AVIF)

Theme & Design

- Cross-browser compatibility (Chrome, Safari, Firefox, Edge — current and one prior version)

Plugin Requirements

- SEO plugin (e.g., Yoast, Rank Math)
- Forms plugin (Gravity Forms, WPForms) if not using a headless form service
- Caching plugin (if not fully handled at server level)
- Accessibility plugin/toolkit
- Calendar/events plugin
- Multilingual/translation support if required
- Backup plugin as redundancy to host-level backups (optional)

User & Access Management

- SSO: Microsoft Entra ID — WordPress admin/staff login via Entra ID SSO (SAML 2.0 or OpenID Connect/OAuth2)
- Role mapping: Entra ID groups/attributes mapped to WordPress roles (Admin, Editor, Author, Contributor)
- Audit log of login attempts and role changes, ideally correlated with Entra sign-in logs

Compliance & Data

- Privacy policy and cookie consent mechanism if using analytics/tracking
- Data residency requirements if applicable (confirm with hosting vendor)

Performance & Monitoring

- Uptime monitoring with alerting
- Google PageSpeed/Core Web Vitals targets (e.g., LCP < 2.5s, CLS < 0.1)
- Analytics integration (Google Analytics)

Support & SLA

- Defined support channels (ticket, phone, chat) and response time SLA
- Escalation path for security incidents
- Documentation/runbook for internal staff to manage day-to-day content

Testing & Launch

- Staging site sign-off before go-live
- Full QA pass: forms, links, mobile rendering, accessibility, page speed
- DNS cutover plan and rollback plan
- Post-launch monitoring period (e.g., 2 weeks of close monitoring)

Third-Party Application Integration-
Laserfiche Forms

- Embed via auto-generated embed/JavaScript snippet from the Forms Publish tab, or a manually configured `<iframe>` pointing to the public form URL
- WordPress must support raw HTML/JS embed blocks (Custom HTML block or plugin allowing unfiltered iframe/script embeds)
- Confirm hosting WAF/CSP does not block Laserfiche domains — needs explicit allowlist
- Responsive sizing: use percentage-based or JS-resized iframes, not fixed pixel dimensions
- Fallback "Open form in new tab" link if iframe fails to load
- Auth: use Entra ID SSO pass-through rather than separate Laserfiche login; confirm SAML/OIDC federation with Entra ID; test login flow renders correctly inside the iframe

- Accessibility: verify embedded forms are keyboard-navigable and screen-reader compatible

ArcGIS Data Hub

- Embed via `<iframe>` (standard method for ArcGIS Hub, Enterprise Sites, Experience Builder, Dashboards)
- Confirm CSP/X-Frame-Options allows framing of ArcGIS/Esri domains (or district's ArcGIS Enterprise domain) — explicit WAF allowlist needed
- Use responsive/fluid iframe width, not fixed pixel width
- Auth: confirm ArcGIS Online/Enterprise org is federated with Entra ID; test SSO flow inside the iframe specifically

General Embed Requirements (applies to both)

- Vetted custom HTML/iframe plugin or block, not a site-wide security filter disable
- WAF/CSP configuration reviewed and adjusted for these domains before launch QA test plan includes: load correctly, load on mobile, load under production (not relaxed staging) security settings, graceful fallback if blocked

3.06 Desired Qualifications:

Proposers should demonstrate:

- Design and development of at least three public sector or comparable websites on WordPress within the past five years.
- Proven WCAG 2.2 Level AA accessibility work, including manual and assistive technology testing.
- User research and information architecture experience.
- Experience migrating content from proprietary platforms.
- Experience training non-technical content editors.
- Secure WordPress hosting and maintenance, directly or through a named partner.

3.07 Proposal Requirements:

Each proposal should provide the following information:

a. **Name and address(es) of the firm.**
   This should also include any parent companies, branch offices, or associated sub-consulting firms who will participate in performing the work.

b. **Summary of the scope of work.**
   Provide a narrative description of your firm's interpretation of Burien's project intent. Provide details for each phase, including a schedule and anything that may be required from the city to accomplish the task.

c. **Statement of qualifications.**
   i. Include information on the firm's/ team's structure, qualification and experience including:
   ii. Name of lead persons with titles and general project responsibilities
   iii. Names of all sub-consultant personnel and general project responsibilities
   iv. Identify the project manager who will have overall responsibility for the project and the lead personnel with titles who will be primarily responsible for and involved with this project.
   v. Proposed responsibilities and activities of each lead person on this project
   vi. Names and qualifications of staff members who would be working on this project, as well as any concurrent projects and their associated time commitment.

d. **Similar project examples.**
   Provide descriptions of three (3) similar projects completed by your firm. The project descriptions should include the following:
   i. Summary of the background and experience of the firm relative to the project
   ii. Summary of the consultant team's experience, expertise and demonstrated success with similar projects.

e. **Project Approach and Methodology**
   Consulting teams proposed approach to complete the project goals as described including:
   i. Cost efficient strategies to accomplish tasks and complete the project

f. **Project cost and schedule analysis.**
   Prepare a schedule and cost estimate with a detailed breakdown for each phase within the Scope of Work.

g. **Use of Generative AI in the Work.**
In no more than one page, state whether generative AI will be used in delivering the work, and for which tasks. If not, say so. If so, identify the tools to be used, whether any City data will be entered into them, whether those tools retain City data or use it to train models, how a qualified person will review AI output (including for accessibility and security), and any AI-powered features proposed for the site itself, such as chatbots, search, or translation, along with their third-party dependencies.

3.08 Evaluation Criteria

Evaluation Process: The City will first review proposals for compliance with mandatory submission requirements. An evaluation committee of City staff will then independently score each responsive proposal using the criteria below. Individual scores will be averaged to determine each proposal's score.

Interviews: The highest-scoring proposers may be invited to interview and demonstrate their experience of a site they have built. Finalists will be re-scored on the same criteria based on their proposal, interview, demonstration, and reference checks. Final ranking will be based on these scores.

The City may select a proposer without conducting interviews.

Proposal Evaluation Criteria	Weight
Understanding of project and quality of approach	25
Relevant experience with public sector WordPress websites	20
Accessibility and security approach, including approach to generative AI use, if any	20
Qualifications of project manager and key team members	10
Cost and overall value	20
Quality and responsiveness of proposal	5
Total	**100**

Note: Proposers that do not propose to use generative AI will not be scored higher or lower for that reason. The City will evaluate the clarity, safeguards, and human oversight described in any disclosed use.

4. Contract Award and Execution

The City of Burien reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. This RFP does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a proposal. All such costs shall be borne solely by each submitter. Furthermore, the RFP does not obligate the City to enter into a contract or proceed with the procurement of the project.

The City of Burien's procurement decisions shall be final, subject to the protest procedures established in this RFP and applicable law.

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

All materials submitted in response to this competitive procurement shall become the property of the City and will not be returned. All submittals received will remain confidential until the completion of the selection and contracting process. Once complete, all submittals are deemed public records and are subject to the applicable Public Records statutes.

Neither the issuance of this RFP nor the selection or notification of an apparently successful proposer shall create a binding contractual obligation. The City shall not be bound until a written contract has been fully executed by authorized representatives of both parties

The vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City. A sample City contract is provided in Exhibit B.

If the selected Vendor fails to satisfy the contract requirements or execute the final Contract within five (5) business days after delivery for execution, or within such additional time as the City may authorize, the City may elect to withdraw the selection and proceed with the next-highest-ranked responsive and responsible proposer, subject to applicable law and procurement requirements. The City may also elect to cancel or reissue the solicitation.

No party may incur costs chargeable to the proposed contract before the date of execution of the Contract.

The City will notify all proposers by email of the apparently successful proposer.

Proposal Form 1

Item	Price
Phase 1: Discovery, Research, and Audits	$
Phase 2: Information Architecture and Design	$
Phase 3: Development and Migration	$
Phase 4: Training, Documentation, and Handoff	$
Total one-time services	$
Hosting: Year 1 / Year 2 / Year 3	$
Software and licenses: Year 1 / Year 2 / Year 3	$
Optional maintenance: annual cost and included hours	$
Hourly rate for additional services	$
Optional enhancements (itemize)	$

Exceptions:

Except as expressly identified below, the undersigned agrees to comply with all the terms & conditions set forth in the City's Request for Proposals (RFP).

Signed:_____ Dated:_____

Title:_____

Company Information Form 2

Company Name:_____

Home Office Address:_____

Washington State Business Address:_____

Website Address (if applicable):_____

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the Proposal:

_____

_____

_____

Name of Parent Company (if applicable):_____

Home Office Address, Telephone Number and Website Address of the Parent Company:

_____

_____

_____

Attach to this form, and label appropriately, documentation showing that the vendor is organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City of Burien. If the vendor is not licensed to do business in the City of Burien, then the vendor must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the selected Vendor.

Client References Form 3

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Exhibit A

Project Goals, Objectives, Success Measures, and Risks

Reasons for the project
Fulfill City's Strategic Goal The City of Burien's current Strategic Plan direction of "Centering Community Accountability" goal of "Digital engagement infrastructure maintained, expanded, and adapted to meet community need and expectation" specifically calls for a new website to be launched as one of three strategies.
Meet City and Community Needs Current website navigation, content, and features are not meeting the business needs of many City departments and website visitors.
Complete a Long-Overdue Refresh The website has not been redesigned since the launch of a new platform in 2018.
Transition to a Sustainable Platform The current proprietary platform will be end-of-life and no longer be supported by the vendor. It also limits the City's flexibility, access, and long-term support options. The City seeks a platform it fully owns and controls.
Minimize Risk Elements of the current website codebase are aging and do not reflect current security practices. The City has limited access to backup files and codebase.
Meet Federal Requirements A new federal mandate requires the City to meet the Web Content Accessibility Guidelines (WCAG) Version 2.2, Level AA technical standard for all web content and mobile apps by April 26, 2027.
Consolidation The City has a growing number of ancillary websites and online tools which could benefit from investigating whether greater centralization or integration would be beneficial.

Objectives
Increase functionality Improve website functionality to meet both internal and external user needs.
Improve design Refresh visual design and improve layout to support easier navigation and access to content, including potential integration of other City web properties.
Mitigate risk Harden website security, increase City access to settings and codebase, and meet legal requirements. Identify solution for long-term, on-call maintenance needs.
Refresh content Audit and rework all existing website content.
Develop standards and training Create standards and guidelines for website editing, identify internal user roles and responsibilities, provide new user training.
Attract new and returning users Promote newly redesigned website.

Success Measures
Staying within budget
Keeping pace with target milestone dates
Strong collaboration across all City departments
Seamless handoff between vendor and staff
Improved website analytics results
Comprehensive documentation and plans for content management and website maintenance
Communication to both internal and external users
Users connect with the information and services they need, reducing strain on staff time and improving service delivery.
Publish website updates faster with more editors, proper training, and better tools.
Decreased risk with improved website security, performance, and compliance.
Greater sustainability with more documentation, procedures, training, backend access, and a more future-ready platform.

Risk Factors
New website does not meet user needs or expectations
New website does not meet departmental needs
Inadequate resources, either personnel or budget, to complete project
Unexpected challenges extend timeline and/or budget

Exhibit B

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;

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

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 initiating 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 business 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 IRS Form W-9, Request for Taxpayer Identification Number, to Burien on or before the execution of this Agreement. Form W-9 is available on IRS.gov or upon request from the City of Burien.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period

SAMPLE

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 a Burien employee. 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.

SAMPLE

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 be 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, to the degree that this applies, 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. The Parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

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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 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

SAMPLE

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.

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 a $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, $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.

SAMPLE

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

SAMPLE

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

SAMPLE

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.

SAMPLE

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

SAMPLE

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 ant 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

SAMPLE

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 2.2 Level AA upon delivery of the Services. Burien is responsible for maintaining the WCAG 2.2 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.

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28. 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.

29. 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..

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

Contract Exhibits:
Exhibit A – Scope of Services
Exhibit B – Sample Billing Voucher

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Contract 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:

SAMPLE

Contract Exhibit B

Billing Voucher

To: City of Burien
400 SW 152nd 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: If applicable, submit a separate voucher for each program which is funded by your City of Burien contract.

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Exhibit C

City of Burien Holiday Schedule

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25