
Invitation for Bid documents for:

**Kirkland Parks &
Community Services
Activity Guide
Job No. 04-22-PCS**



City of Kirkland
Department of Parks and Community Services
123 Fifth Avenue
Kirkland, Washington 98033



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CITY OF KIRKLAND INVITATION FOR BID

Information for Bidders:

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, by **3:00 PM local time on January 25, 2022** for the project hereinafter referred to as:

Project Name: Kirkland Parks and Community Services Activity Guide Invitation for Bid #04-22-PCS

The City of Kirkland is seeking bids for a qualified vendor to print and distribute the Kirkland Parks & Community Services Guides two (2) times per year and post card (1-2) times per year for a period of 3 years with a City option for two additional years.

Bid Due: January 25, 2022 by 3:00 PM Pacific Time. At said time all bids will be opened and publicly read aloud. The City of Kirkland –Purchasing Division must receive bids no later than specified time and date. Bids received after such time will be returned unopened. Responses may be mailed or hand delivered. Bids sent via email will not be accepted. Bids are to be valid for 90 days after due date. The City reserves the right to request further extensions if necessary.

The City will not sell bid packages. Bid documents and addenda may be viewed and obtained online on the City of Kirkland’s website at www.kirklandwa.gov . Locate by clicking on “Business” at the top of the webpage and then “Doing Business with the City”. Call 425-587-3123 if unable to access IFB documents online.

Selection and Award: The City of Kirkland reserves the right to reject any and all bid/bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Kirkland and the respondents to this solicitation have no appeal rights or procedures guaranteed to them. The City of Kirkland reserves the right to conduct any necessary interviews for clarification purposes before final award.

Each Bidder is required to file its bid based on the due date listed below. Before a contract will be awarded to the lowest, responsive, responsible Bidder chosen by the City, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder(s) to perform the size and type of Work specified under this contract. Upon request, the Bidder shall submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

For questions regarding the bid, please feel free to contact Jay Gewin (jgewin@kirklandwa.gov). All questions must be received before 5:00 PM on January 18, 2022.

Submit your bid on the Bid Price Sheet and other forms which are enclosed or make a copy of the required forms and submit these documents.

No bids may be withdrawn within sixty (60) days after the actual date of the bid opening.

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

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

Dated this January 10, 2022

Jay Gewin
Purchasing Agent
City of Kirkland

Published: Daily Journal of Commerce on January 10th and January 18th, 2022

Specifications:

OVERVIEW AND PURPOSE: The City of Kirkland seeks proposals from qualified suppliers for the purpose of printing and distributing the Kirkland Parks & Community Services Guide two (2) times per year and postcards according to the schedule listed below. The anticipated start date is on or about February 20, 2022 for the Spring/Summer 2022 Brochure.

GENERAL INFORMATION: The City of Kirkland is located in the Seattle metropolitan area on the eastern shore of Lake Washington approximately 10 miles east of downtown Seattle. It has a population of 92,110 and is the tenth largest city in the State of Washington and the sixth largest in King County. Since its incorporation in 1905 Kirkland has grown in geographic size and now occupies 18 square miles.

The quantity of the brochures will be printed in accordance to the season. The Spring/Summer Activity Guide quantity is 44,000 with approximately 42,000 Activity Guides mailed with indicia to be labeled and mailed by supplier to all households within the City of Kirkland city limits. Remaining copies are to be delivered to the Kirkland Parks and Community Services office, 123 5th Ave, Kirkland, WA 98034 for miscellaneous distribution.

The Fall/Winter Activity Guide quantity will be 10,000 Activity Guides. Guides will not be mailed to Kirkland households for Fall/Winter. Instead, 3,000 copies each are to be mailed to the North Kirkland Community Center at 12421 103rd Ave NE, Kirkland, WA 98034 and to the Peter Kirk Community Center at 352 Kirkland Ave, Kirkland, WA 98033 for miscellaneous distribution. The remaining 4,000 copies are to be mailed to Kirkland Parks and Community Services (City Hall) at 123 5th Ave, Kirkland, WA 98033.

CONTRACT TERM AND PRICE CONDITIONS: This agreement will be for a period of five (3) years with the ability to renew for an additional (2) years, not to exceed (5) years.

SCOPE OF WORK: The City will require the selected supplier to provide the printing and distribution of the City of Kirkland Parks & Community Services Guides two (2) times per year:

- Spring/Summer Guide will be printed in early February (approx. 50-88 pages)
- Fall/Winter Guide will be printed in late July/Early August (approx. 50-80 pages) (See Attachment B to view a sample)

Specifications include:

- Guide Quantity: Approximately 44,000 for Spring/Summer and 10,000 for Fall/Winter.
- Guide Distribution: We currently mail 42,000 copies to residential households in Kirkland. This number may change as the community grows. We are currently mailing to postal customers with indicia prepared by the supplier. In 2024 we intend to switch to an established mailing list with specific addresses printed on each copy by the supplier. As the number of both mailing addresses and printed copies change, each will need to be billed at the unit cost rate as specified on bid section on the submittal sheet.
- In addition to the mailed copies the remaining approximately 2,000 are to be delivered to Kirkland Parks & Community Services Office for Spring/Summer. For Fall/Winter

approximately 10,000 will be printed and distributed to the North Kirkland and Peter Kirk Community Centers. 3,000 copies for each location. The remaining 4,000 will be distributed to Kirkland Parks and Community Services at City Hall.

- Web Press Printing
- Recycled paper
- Pages 20-88 pages + 4 pg cover
- Final Size 8 1/4 x 10 5/8
- Cover 60# Somerset Gloss Book - 4CP all pages - bleed trim
- Text 32# Electrabrite - 4CP all pages - bleed trim
- Prepress Preflight PDF ready files, Computer time, Content & Color proof
- Press Cover Sheetfed - Text Heatset – 20-88 pg text
- Black plate change OR hone off for indicia removal on office copies
- Finishing Saddle Stitch, skid for mailing services. Non-mailing copies small carton pack (preferred), No overs/No unders
- Post Card (See Attachment C to view a sample)
 - Printing and labeling for distribution for the postal customer approximately 42,000 post cards for the Fall/Winter. We intend to begin printing the same number starting in 2024 in Spring/Summer and Fall/Winter. This number could change as the community grows.
- Artwork will be provided in Adobe InDesign CC
- Artwork and proofs may be done digitally
- Shipping Deliver non-mailing copies to 3 locations in Kirkland.
- Labeling and distribution are to be included in this bid (postage will be paid by the City of Kirkland).
- Time allotted for printing and mail distribution will be approximately two (2) weeks

AGREEMENT: In return for the above services and provisions, the City of Kirkland would agree to purchase its Park & Community Services Guide from the selected supplier at the supplier's quoted prices two (2) times per year for a period of three (3) years, with the possible extension of an additional two (2) years. The City of Kirkland reserves the right to use other suppliers if the selected prime supplier cannot service the City's immediate need.

The City reserves the right to cancel this agreement upon 30 days written notice to the selected supplier. (See Attachment A – the City of Kirkland Professional Services Agreement, which is the instrument that will be executed by the City and Supplier.)

PRICE CHANGES/CPI – Quantities may be adjusted according to the actual number of customers that will be sent the brochure. The City will be charged based on the unit costs/1,000 that are included on the bidder's submittal sheet. Unit costs will be adjusted annually in accordance to the CPI-U for the Seattle-Tacoma-Bellevue area starting in February 2023.

SELECTION PROCESS - All interested suppliers are required to complete the attached Submittal Sheet, Statement of Bidder's Qualifications, and Noncollusion Affidavit and send them, along with any other narrative information that would describe your company and the services to be provided by 3:00 PM on January 25th. It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received by the City before the due date and time.

Proposals will be reviewed and there is the possibility that two or three of the lowest qualified bidders (in the opinion of the City) will be asked to make an oral presentation before a final selection is made. Prior to final selection, representatives of the City may wish to visit the Supplier's office and operation.

The City of Kirkland reserves the right to reject any or all proposals and to waive any irregularities or informalities in the selection process. The final selection is the sole decision of the City of Kirkland, and the respondents to this Request for Proposal have no appeal rights or procedures guaranteed to them.

TENTATIVE SCHEDULE OF EVENTS: The Department's schedule for review of the IFB submittals and final selection of the Contractor are as follows:

January 10, 2022	IFB posted
January 18, 2022	Deadline for questions: 5:00 p.m.
January 20, 2022	Responses to questions posted: 4:00 pm
January 25, 2022	Request for Proposal Submittals Deadline: 3:00 p.m.
January 26 -February 3, 2022	Evaluation Period – may include interviews
February 7, 2022	Contract Awarded

QUESTIONS REGARDING THIS IFB: ALL questions or alternates must be submitted via e-mail. Any questions and answers along with the determination of substitutions will be posted as a bid addendum on the City of Kirkland website. In order to make information available to all proposing suppliers, no questions will be entertained after 5:00 pm on January 18, 2022.

Questions regarding the scope of work or evaluation process must be submitted in writing or e-mail and should be addressed to Maryke Burgess, Customer Service Supervisor at mburgess@kirklandwa.gov. Questions regarding the bidding process and specifications must be submitted to Jay Gewin, Purchasing Agent at purchasing@kirklandwa.gov.

DISTRIBUTION OF BID DOCUMENT AND ADDENDA: This IFB can be downloaded directly from the City of Kirkland's website at www.kirklandwa.gov (Click on "Doing Business with the City" under "Business".) Those who wish to automatically receive any addenda or a notice of cancellation should provide e-mail information on the City's bid page at: <https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Purchasing-Services/Doing-Business-with-the-City>.

Those who choose not to submit contact information will be solely responsible for monitoring the City's website for any addenda or a notice of cancellation.

BID PREPARATION: Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

SUBMISSION OF BID PROPOSALS: All bid proposals must be received no later than **3:00 PM Pacific Time on January 25, 2021**. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:

City of Kirkland
Attn: Jay Gewin, Purchasing Agent
IFB No. 04-22-PCS
123 5th Ave
Kirkland, WA 98033

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 5:00 PM on January 18, 2021**. Proposals received after the deadline will not be considered for award of contract.

EVALUATION PROCESS: This is an Invitation for Bids for specific items and our intent is to award the contract to the responsible supplier that submits the lowest responsive bid for the City.

CONTRACT: The contract shall consist of the following documents: The Invitation for Bids (IFB), the accepted bid, and the Professional Services Agreement (Attachment A). The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

COMPLIANCE WITH LAWS: The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

GENERAL BID INFORMATION: Submission of the proposal will signify the firm's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful firm.

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the firm agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

PUBLIC DISCLOSURE: Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly

marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.

NONCOLLUSION: The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Invitation for Bids. Supplier is to complete the attached Non-collusion affidavit and submit it with the proposal.

PAYMENT TERMS: Net 45 days after delivery, acceptance and receipt of invoice. Acceptance includes inspection and approval by City of Kirkland's Parks and Community Services Department.

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

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

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

**CITY OF KIRKLAND REQUEST FOR PROPOSAL
KIRKLAND PARKS & COMMUNITY SERVICES GUIDE
JOB NO. 04-22-PCS
SUBMITTAL SHEET**

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone/Fax: _____

We offer this submittal in response to the City's Request for Proposal for Kirkland Parks & Community Services Guide printing and distribution services.

We intend to provide those service items listed below that have been checked in the "YES" column and are unable to provide those items checked in the "NO" column.

We assure that we have included all possible costs associated with the service and have included it on the bid sheet.

SERVICES REQUESTED

How do you propose to handle labeling and distribution?

Will you be using recycled paper? If yes, list type(s):

Other Services Proposed:

ITEM/SERVICE PERFORMED	To be Provided	TOTAL COST	UNIT COST
	YES/NO		PER 1,000
Guide			
Printing of Kirkland Parks & Community Services Guide for Spring/Summer - 44,000 copies			
Printing of Kirkland Parks & Community Services Guide for Fall/Winter (Not mailed, just distributed to 3 locations in Kirkland - 10, 000 copies			
Labeling and Distribution for Spring/Summer (excluding postage) -42, 000 copies with indicia			
Labeling and Distribution for Spring/Summer (excluding postage) - 42, 000 copies with unique addresses from a mailing list			
Estimate for postage to mail - 42,000 copies of guide:			
Estimate for delivery of additional copies of guide:			
Post Card			
Printing of Kirkland Parks & Community Services Post Card - 42,000 copies			
Labeling and distribution of post card - 42, 000 copies			
Estimate for postage to mail - 42, 000 copies of post card:			
Other Misc Costs (Please specify below):			
TOTAL COSTS			

The undersigned agrees in full with the terms and conditions of this Request for Proposal.
Exceptions, if any are listed below:

You may attach a narrative to better describe our Company and our ability to fulfill the City's needs.

Signed: _____

Name (printed): _____

Title: _____

Company: _____

Date: _____

**CITY OF KIRKLAND REQUEST FOR PROPOSAL
KIRKLAND PARKS & COMMUNITY SERVICES ACTIVITY GUIDE
JOB NO. 04-22-PCS
STATEMENT OF BIDDER'S QUALIFICATIONS**

Each vendor bidding on work included in these documents shall prepare and submit the following data along with their proposal by **3:00pm Pacific Time on January 25, 2022.**

1. Name: _____
2. Business Address: _____
3. Business Phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name? ____
5. Describe the general character of work performed by your company: _____

6. List five references for recent similar projects, including name, contact, address, and telephone number:
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
7. Bank references: _____
8. State of Washington Registration No.: _____
9. Federal IRS Identification No.: _____
10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the Kirkland Parks & Community Services Guide printing and distribution services to the City of Kirkland should I become the successful bidder.

Company: _____

Authorized Signature: _____

Print Name: _____ Title: _____

**CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT
KIRKLAND PARKS & COMMUNITY SERVICES ACTIVITY GUIDE
IFB NO. 04-22-PCS**

STATE OF WASHINGTON)
COUNTY OF KING) SS

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Firm Name

Authorized Signature

Type Name

Title

Sworn to before me, this ____ day of _____, 20__.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



**PROFESSIONAL SERVICES AGREEMENT
Eastside Waste Prevention Campaign Consultant
PSA 6/30/2020**

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

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

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment .
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

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

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

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

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he

or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

XV. ADDITIONAL WORK

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

XVI. NON-ENDORSEMENT

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

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. ASSIGNMENT AND SUBCONTRACT

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

XX. DEBARMENT

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

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Beth Goldberg, Deputy City Manager

Date: _____

Date: _____