



City of Kirkland

Request for Proposal

Security for Kirkland Municipal Court

Job #20-22-MC

Issue Date: June 16, 2022

Due Date: July 14, 2022 –4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Security for Kirkland Municipal Court Job # 20-22-MC

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

Proposals received later than **4:00 p.m. on July 14, 2022 will not** be considered.

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

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

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

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

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

Dated this June 16, 2022

Jay Gewin
Purchasing Agent
City of Kirkland

Published in the Daily Journal of Commerce – June 16th and June 23rd, 2022

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 92,900. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

Purpose and Background

To better serve the needs of Kirkland's burgeoning population of 92,900 residents, the City developed a site to house both the Municipal Court and the Police Department. The Kirkland Justice Center functions as a base for court, police, and corrections services and is centrally located in the Totem Lake Business District. The 102,000 square foot building was transformed from a furniture store into an essential public safety facility. The City purchased the building in 2010 and it was determined that renovating the building was less expensive than designing and constructing a new one.

The Kirkland Municipal Court occupies the south facing portion of the complex and includes two large courtrooms, one small courtroom, a spacious lobby, Judge's chambers, and staff offices. The physical address for the Kirkland Municipal Court is 11740 NE 118th Street with the entrance on the east side facing I-405.

The purpose of this RFP is to seek and select a qualified physical security service provider of trained, uniformed security officers to provide physical security services at the Kirkland Justice Center. Physical security services include entrance screening operations, staffing of security main control, monitoring video surveillance cameras as well as intrusion and duress alarm systems, providing security services within the building, and providing building access control.

The City also values being a safe, inclusive, and welcoming community where everyone belongs. The [2021-2022 City Council Goals](#) includes "Inclusive and Equitable Community", which is the City's overarching equity goal. The City expects the Contractor to understand how

implicit bias, structural racism, and equity has influenced security, and how such issues can be proactively overcome through intentional practice.

The facility is currently open between 8:30 a.m. and 4:30 p.m. Monday through Friday, but the hours may change depending on hours courtroom is open to the public.

Performance Schedule

The contract will be for a three-year duration with the possibility of a two-year extension at the discretion of the City. The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other in writing.

Work Requirements

- 1) The Contractor will provide all management, supervision, staffing materials, supplies and equipment specified and will plan, schedule, coordinate and ensure effective performance of security services in accordance with the terms and conditions in this RFP.
- 2) The Kirkland Municipal Court prefers one (1) regularly assigned Security Officer with trained back-up Officer(s) to cover when the regularly assigned Security Officer is absent.
- 3) The assigned Security Officer must report to the Kirkland Municipal Court facility on-time and remain on duty until the end of their schedule. In the event of their absence, the Contractor will coordinate for timely coverage.

Licensing Requirements

- 1) Contractor shall provide Licensed Security Officers as defined under the laws of the State of Washington to perform all work described in this RFP.
- 2) Contractor shall be a Licensed Private Security Company as defined under the laws of the State of Washington.

Security Officer Background Investigations and Pre-Employment Screening Requirements

- 1) Provide a complete description of process for background investigation of all security officers assigned to the Kirkland Municipal Court contract. The background check shall include the following at a minimum:
 - a) Must be a minimum of twenty-one (21) years of age.
 - b) Verification of employment eligibility through the E-Verify system.
 - c) Criminal records check.
 - d) Drug screen.
 - e) Employment history verification.
 - f) Education history verification.
 - g) Personal reference check.
- 2) Contractor shall ensure security officers assigned to the Kirkland Municipal Court contract meet or exceed the following minimum background investigation requirements:

- a) No felony convictions.
 - b) No misdemeanor or gross misdemeanor convictions involving violence, honesty, or controlled substances.
 - c) No illegal conduct involving moral turpitude, acts that reflect conduct that would cause a reasonable person to have substantial doubt about the individual's honesty, fairness, respect for the rights of others, or for the laws of the State.
 - d) No mental disorders that would cause the person to be a danger to themselves or others.
 - e) A prior work history to verify that the employee had not been terminated by an employer for just cause. The City will determine whether the candidate's background is acceptable based upon the severity, frequency and when past crime(s) took place.
- 3) All security officers assigned to the City of Kirkland Court must submit to and successfully clear a background/security clearance investigation performed by the City of Kirkland Police Department
- 4) Contractor shall ensure security officers assigned to the Kirkland Municipal Court contract meet or exceed the following minimum abilities requirements:
- a) Security Officer is able to prepare clear and concise written reports.
 - b) Security Officer is physically able to endure long periods of standing, stooping, bending, walking and sitting. Security Officers shall be capable of climbing and descending stairs.
 - c) Security Officer has sufficient dexterity and capability to conduct searches of all parts of a person's body.
 - d) Security Officer is able to understand, calmly explain, and professionally apply rules, regulations, directives and procedures to employees and the public, even in difficult situations.
 - e) Security Officer is able to monitor and respond on a two-way radio while performing other duties.
- 5) Contractor shall ensure security officers assigned to the City of Kirkland contract meet or exceed the following minimum knowledge requirements:
- a) High School diploma or equivalency.
 - b) See Training Requirement section below for additional requirements.
- 6) Contractor shall establish and maintain a corrective action and progressive discipline policy and procedure to address contract employee performance issues.

Training Requirements

- 1) Provide a complete description of general security officer training program provided to the officers prior to the security officers first day of work in a City of Kirkland facility. Contractor is responsible for development, delivery and maintenance of course material and documentation of training.
- 2) Provide a complete description of City of Kirkland account specific security officer training program provided to security officers by the contractor prior to the

security officers first day of work in a City of Kirkland facility. Contractor is responsible for development, delivery and maintenance of course material and documentation of training.

- 3) Provide complete description of contractor's process and program for providing security officers who are fully capable and qualified to staff high volume courthouse security screening checkpoints and fully trained in the operation of courthouse security screening equipment prior to assignment. Screening equipment may include x-ray detection systems, walk through metal detectors and handheld metal detectors.
- 4) Provide complete description of contractor's process and program for provision of security officers who have successfully completed a certified First Aid/CPR/AED training course of no less than 8 hours prior to assignment to City of Kirkland facilities.
- 5) Provide a complete description of general workplace safety training program provided to officers prior to the security officers first day of work in a City of Kirkland facility. Contractor is responsible for development, delivery and maintenance of course material and documentation of training.
- 6) Provide complete description of contractor's process and program for annual in-service training of security officers on subjects pertaining to City of Kirkland security operations, court security, courthouse screening and security operations in general.
- 7) Contract Staff may be required to cooperatively train with Kirkland Police on subjects mutually beneficial to both. Trainings may include responding to emergencies, evacuation drills, radio procedures and dispatching, threats, and other mutually beneficial topics.
 - a) Any scheduling of training as well as training content will be coordinated between the Contractor and Kirkland Police Department and onsite Contract Supervisor/Manager. The City will provide instructors for these mutually beneficial trainings.
 - b) Training may occur during the course of a normal workday or on weekdays the courts are closed due to holidays.
 - c) This mutually beneficial training applies only to Contract Staff normally assigned to provide security services to the City of Kirkland account.
- 8) Contractor may use a person during the on-the-job portion of training to perform security functions provided that the person is closely supervised by a qualified Contract Staff member and does not make independent judgements. The number of trainees shall be limited, so as not to interfere with security operations.

Appearance Requirements

- 1) Provide a complete description of the contractor's program for provision of security officers with uniforms appropriate to the environment, ensuring a professional appearance and fit. Uniforms shall meet the following minimum requirements:

- a) Uniforms shall clearly identify contractor employees as security officers and include the contractor's firm name.
 - b) Uniforms shall be dissimilar in color of uniforms worn by the City of Kirkland Police Department
- 2) Contractor is responsible to ensure uniforms are well maintained and worn/damaged uniforms are replaced promptly. Contractor shall ensure its security officers wear uniforms properly and that uniforms are neat, clean, and pressed at the beginning of each shift.

Scope of Work

The general services to be provided will be:

- Screen all individuals entering the Court through the courthouse entrance to prevent introduction of dangerous weapons or contraband. Courthouse screening operations include screening persons, bags, packages and parcels for weapons and prohibited items at the Kirkland Justice Center using x-ray detection equipment, walk through metal detectors, and handheld metal detectors
- Monitoring and operating intrusion detection systems, duress alarm systems, access control systems and security video camera systems from Security Main Control.
- Collects and maintains inventory of items taken during screening.
- Maintain the gun locker that is available to the public.
- Oversee the safety and security of the Court during assigned hours. To include, the safety and security of the court facility, judge, court staff, attorneys, jurors, and citizens. Respond appropriately to unruly and/or out of control/combative individuals.
- For COVID safety and precaution, duties **may** include:
 - instruct all public entering the facility that they are encouraged or required to wear a face mask.
 - request they do a self-temperature check on the device located at the entrance door.
 - Ask if they are ill. If informed yes, request they leave and contact the court by phone.
 - Request they use the hand sanitizer station before they proceed into the court lobby.
 - Ensure physical distancing requirements are in place.
- Notifies court staff of potentially dangerous defendants. Report and record all incidents that threaten security. Complete detailed, written reports on all incidents that take place at the KMC.
- In case of emergency. The Kirkland Police Department, or designee will have the right to direct the activities of the contract staff in order to respond to the emergency. When time and circumstances permit, such direction will be provided/requested through the Onsite Supervisor/Manager. Under no circumstances may Contract Staff refuse to cooperate with such directives when it is determined an emergency exists. The Onsite Supervisor/Manager will be notified of all emergencies as soon as practical, based on the urgency of the situation.

- Testify in court as needed.
- Assists with jury activities; may act as a communications link between the court staff and jurors.
- Assists and directs public to the counter, courtrooms, laptop stations for ZOOM hearings, probation and restrooms.
- Opens/closes/locks court & courtroom doors; inspects and secures courtroom, restrooms, and surrounding areas of the court at the start and finish of each judicial session.
- Inspect the KMC facility and grounds to identify safety hazards, maintenance problems and unsafe working conditions. Correct, make recommendations and/or report deficiencies as appropriate.
- Responds to medical emergencies on and around KMC property.
- Maintain professional image that is appropriate for this position as the court security guard that includes wearing a standard, consistent and clean uniform while on duty.

OPTIONAL:

- Must carry a firearm and have successful completion of the Washington State Criminal Justice Training Commission's Security Guard Licensing Program.
- Must complete Firearm's re-certification every twelve {12} months; CPR re-certification every twelve {12} months; Portable Breath Test (PBT) certification; Washington State Criminal Information Center (WASIC) certification - Access training.
- Must meet minimum medical and health standards adopted by the Civil Service Commission. The requirement that the contractor meet these minimum medical and health standards is solely to ensure that the contractor can perform the services required by this contract in a safe and efficient manner and is not intended to imply that the contractor is a city employee or that the contractor has any rights under civil service, which the parties expressly agree does not apply.
- Perform alcohol/drug testing, to include breath testing, urinalysis, and mouth swabs to monitor compliance with conditions of the court regarding abstinence from alcohol/drugs.

General Hours of Operation:

The Kirkland Justice Center is open from Monday through Friday from 8:30 AM to 4:30 PM. but the hours may change depending on hours courtroom is open to the public.

Contractor will be given at least two weeks' notice in advance of an on-going schedule change. Hours may be flexible based on court scheduling.

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

2. Insurance

- Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A. Please note that insurance coverage amount requirements will depend on whether the City chooses unarmed or armed security.

Prevailing Wage

Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the King County rates that apply on the bid opening date from either of these sites:

<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>

Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.

A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the bid items of this contract

Submission Criteria

Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.

Proposals must include the following:

1. A description of qualifications, including:
 - Business experience
 - Project specific experience
 - Company information including time the company has been in business
 - Number of employees, including number of staff with firearm training
 - Identified staff and their experience that will be working on the project
2. Implementation plan including:

- A complete description of method to complete the scope of work
 - Detailed information on the Contractor's proposed fee schedule for items and/or services proposed and any variation for non-routine services, inclusive of Washington State sales tax; leasehold excise tax and any other applicable governmental charges. Please include hourly rates for both armed and unarmed security.
3. Examples of relevant projects:
 - Provide information about similar projects or clients for whom you have completed projects or provided similar operations and services.
 4. References:
 - Please provide four Client references along with their contact information.

Proposal Submittal Instructions

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

- 1. Proposals must be received by no later than 4:00 p.m. on July 14, 2022.**
2. Emailed proposals should include, "Security for Kirkland Municipal Court – Job # 20-22-MC " in the subject line and be addressed to purchasing@kirklandwa.gov
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB. **This is the preferred submission format.**
4. If paper proposals are being submitted, they must consist of one original and one copy. The City must receive any paper submittal before 4:00 PM on July 14, 2022, and any delivery received after the deadline will be rejected. These can be mailed or delivered to:
 - City of Kirkland
 - ATTN: Purchasing staff – Security for K.M.C. - Job #20-22-MC
 - 123 5th Avenue
 - Kirkland, WA 98033
5. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Tracy Jeffries, Deputy Director of Court Services, at tjeffries@kirklandwa.gov . Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. All questions must be submitted by 5:00 PM on July 1, 2022.

Submittal Deadlines

The Department’s schedule for review of the RFP submittals and final selection of the Contractor is as follows:

June 16, 2022	RFP posted
July 1, 2022	Deadline for questions: 5:00 p.m.
July 7, 2022	Responses to questions posted
July 14, 2022	Request for Proposal Submittals Deadline: 4:00 p.m.
July 15-July 29, 2022	Evaluation Period – may include interviews
August, 2022	Contract Awarded

Selection Criteria

The City will make a selection based on the evaluation of the written proposals. The City may also conduct an interview process with scoring used to determine the selected proposer. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:

Statement of understanding	10%
Company background and prior experience	10%
Experience and qualifications of assigned personnel	20%
Scope of work approach	30%
Cost schedule	30%
Total	100%

Selection Process

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant.

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

Contract

The Consultant and the City will execute a Professional Services Agreement for “Security for Kirkland Municipal Court” (Attachment A).

Terms and Conditions

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

OMWBE Participation

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

Federal Debarment

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



PROFESSIONAL SERVICES AGREEMENT
Municipal Court Security
PSA 6/30/2020

Attachment A

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 thirty (30) 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. RECORDS

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 manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The 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 six 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 Consultant 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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

If security staff is unarmed, 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 \$2,000,000 each occurrence, \$4,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

If security staff is armed, 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 \$2,000,000 each occurrence, \$4,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$10,000,000 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:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____
(Type City Staff Name)

Title: _____

Title: _____

Date: _____

Date: _____