

City of Kenai

Request for Proposals (RFP) Library Materials Vendor Services

Date Issued: February 28, 2024

Final Questions Due March 11, 2024 by 2:00 p.m. (AKDT)

Proposal Due Date March 18, 2024, by 2:00 p.m. (AKDT)

Kenai Community Library 163 Main Street Loop Kenai, AK 99611



REQUEST FOR PROPOSAL FOR LIBRARY MATERIALS VENDOR SERVICES

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Advertisement for Request for Proposal

Project Name: Library Materials Vendor Services

Release: February 28, 2024

Last Day for Questions: March 11, 2024 by 2:00 p.m. (AKDT)

Bid Due Date and Time: March 18, 2024 at City Hall by 2:00 p.m. (AKDT)

The City of Kenai hereby invites qualified firms to submit proposals for Library Material Vendor Services.

Proposers must contact the Library Director at (907) 283-8206 or kwolfe@kenai.city to be placed on the plan holder's list to receive addenda.

Request for Proposal documents can be obtained at no cost on the City of Kenai website at www.kenai.city or at the Kenai Community Library, 163 Main Street Loop, Kenai, AK 99611.

Publish Public Notice: <u>Anchorage Daily News</u> 2/28/2024 or first available after

Peninsula Clarion 2/28/2024 or first available after

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 Purpose

Kenai Community Library, a department of the City of Kenai, is seeking a wide range of Vendor services for cost effective and timely provision of library materials for adult, teen and juvenile audiences as well as selection tools, physical processing, and other value-added services.

Library materials include but are not limited to books.

Value-added services include but are not limited to automatic order plans, web based bibliographic resources, selection lists and other selection tools, and shelf-ready item services including the physical processing of materials.

Contract period will be for a period of three years beginning on 4/4/2024 and ending on 4/5/2027, with two (2) one-year renewal options thereafter. The selected vendor will be the primary vendor for library materials and services. However, this will not be an exclusive contract and the City reserves the right to order from other vendors.

1.2 Background

The Kenai Community Library regularly purchases library materials in a variety of formats for use by the general public. The Library adds about 4,000 physical items to the collection each fiscal year and offers residents a total physical collection of over 70,000 items. Collection expenditures for all physical library materials, including books, audiobooks, DVDs, periodicals, and Library of Things items, are approximately \$60,000 per fiscal year.

The current integrated library system (ILS) is SirsiDynix Symphony. The Library is a member of the Alaska Library Catalog consortium. More information about the Library can be found at www.kenai.city/library.

1.3 Questions/Requests for Clarification

Any questions regarding this proposal must be submitted <u>in writing</u> by 2:00 p.m. AKDT on March 11, 2024. Questions may be emailed to <u>kwolfe@kenai.city</u>. The subject line of the email should read: "Questions: Library Material Vendor Services."

Verbal requests for information will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City other than the Library Director may be grounds for disqualification from the process. All questions will be compiled, answered and distributed to all prospective proposers.

Office hours of operation are: 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding City holidays.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees

City of Kenai Request for Proposals –Library Materials Vendor Services

associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 **Timeline**

Advertise for Proposals	February 28, 2024
Final Questions Due	
Proposals Due	
Proposal Evaluation	
Intent to Award	
City Council Award	April 3, 2024
Vendor Notification of Award	

2.0 **RULES GOVERNING COMPETITION**

2.1 **Examination of Proposals**

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

All offers must be complete and irrevocable for 90 days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Proposer is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

2.4 Tax Compliance Certificate.

City of Kenai Municipal Code requires that businesses or individuals contracting to do business with the City be in compliance with City tax provisions. No contract will be awarded to any individual or business found to be in violation of the City of Kenai Municipal Code. Prior to award of the contract, the successful Proposer will be required to submit a completed Tax Compliance Certificate (Attachment A), signed by both the Proposer and by Kenai Peninsula Borough Finance Department personnel.

2.5 Licenses and Certifications

Proposers must include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside iurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license, Alaska contractor's license, and applicable professional licenses, registrations and certificates.

2.6 **News Releases**

News releases by or on the behalf of any Proposer pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai City Manager.

2.7 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy of the submitted material shall be retained for the official files of the City Clerk's office and will become public record after award of the Contract.

2.8 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of each addendum in the space provided on the Cost Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal.

2.9 Modification of Proposals

Modifications will be accepted by the City, and binding upon the responding firm, where the modification:

- (a) Is received by the City at the place designated for submission of RFP responses prior to the scheduled deadline; and,
- (b) Is sealed in an envelope clearly stating "Library Materials Vendor Services Proposal Modification" and the name of the responding firm; and,
- (c) Is signed by the same individual who signed the original submittal.

Should there be more than one submittal modification from a responding firm, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding firm unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the submittal shall be considered as if no modification had been attempted.

2.10 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED.

2.11 Withdrawal of Proposals

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City of Kenai.

2.12 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

If any proposer has interest in more than one proposal, all proposals in which such proposer has interest shall be rejected.

2.13 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.14 Conflicts of Interest

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposals, without first disclosing the individual's potential conflict by submitting a letter to the City of Kenai, establishing the individual or firm's intent to do business with the City of Kenai. The Proposer for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the Proposer nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected Proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

3.0 SCOPE OF WORK

3.1 Customer Service

- (a) Designate a sales representative to serve as the vendor's representative to Kenai Community Library.
- (b) Service personnel shall be available through a toll-free number and email Monday through Friday.
- (c) Impose no minimum order requirement during the life of this contract.
- (d) Provide monthly reports for items ordered and the status of ordered items that are not immediately deliverable. The monthly reports should include order number, customer PO number, invoice number, order date, status, title, author, ISBN and discounted price.
- (e) Invoices shall display "Kenai Community Library," Kenai Community Library's account number, purchase order number, and be itemized with the following information: Titles, authors, ISBNs, binding, quantities, list prices, and the percentage discounted from publisher's list price for each title, net cost after discounted price, shelf-ready costs if the service is requested, and shipping costs.
- (f) Terms of payment shall be no less than 30 days from receipt of items or date of invoice, whichever is later.
- (g) Unless otherwise specified by Kenai Community Library, library materials are to delivered to: Kenai Community Library, 163 Main Street Loop, Kenai, AK 99611.
- (h) Not charge shipping fees that exceed standard USPS or UPS shipping rates.
- (i) All Library Materials must be adequately protected to prevent damage during shipping.
- (j) Returns for credit or replacement of damaged or defective items, items not ordered, and/or items deemed not appropriate shall be allowed without requesting authorization and at no cost. Vendor shall detail all return policies in their proposal.

3.2 Material Content and Stock

- (a) Maintain inventory consisting of adult, young adult, and juvenile fiction and non-fiction titles in all subjects and genres in all binding types and formats, including university and small press titles, frontlist titles and bestsellers, midlist and backlist titles, large print, Alaskana, and foreign titles.
- (b) Provide titles in a timely manner. Priority will be given to vendors providing evidence of shortest delivery times.
- (c) Order and provide desired titles not in warehouse inventory in a reasonable period of time.
- (d) Provide selection lists of library materials to aid library staff in selection, as well as electronic ordering system and bibliographic inventory database providing online fulltext reviews of library materials (vendor will indicate source of reviews), real-time inventory status of materials, and the ability to duplicate-check.
- (e) Offer option of ordering by mail, toll-free by phone, as well as electronically.
- (f) Offer electronic ordering capabilities compatible with SirsiDynix Symphony online system, providing for either 9xx order download or EDI, at the library's discretion.

3.3 Physical Processing and Cataloging Services

- (a) Offer full processing of all materials according to current library specifications, such as spine label generation and attachment, barcode attachment, linking and affixing of RFID tags on designated print items, and other labeling stipulated by the library policy.
- (b) Provide transparent Mylar book jackets for books ordered that have paper dust jackets and self-adhesive, semi-rigid transparent laminate covering (such as Kapco) for books ordered with softcovers.
- (c) Upon request, provide full U.S. Machine-Readable Cataloging (U.S. MARC21) records for purchased materials for download into the library's SirsiDynix Symphony online system in consortium setting. Records may be submitted via File Transfer Protocol (FTP), email or other electronic gateway for load into SirsiDynix Symphony automated library system. Catalog records must contain appropriate OCLC record numbers when available.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP.

4.2 Proposal Submission

A complete proposal package must be submitted by 4:00 p.m. AKDT on March 18, 2024 to Kenai Community Library, Kenai, AK 99611, in a sealed, opaque envelope:

- (a) **ONE ORIGINAL**, single-sided unbound, plus five (5) complete copies of the proposal must be received by the City prior to the date and time specified in the cover letter and "Library Materials Vendor Services—[NAME OF PROPOSING ENTITY] RFP Response."
- (b) ONE ORIGINAL, Cost Proposal must be included in a separate sealed envelope.
- (c) These seven (7) documents shall be submitted in a sealed envelope clearly marked with the proposer's name and Kenai Community Library Materials Vendor Services RFP.

(d) The City reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the proposer if accepted by the City.

4.3 Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of contact person, and date.

4.4 Table of Contents

Clearly identify the materials by section and page number.

4.5 Letter of Transmittal (Limited to two (2) pages).

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

The <u>letter must be signed by a corporate officer or other individual who has the authority to bind the firm.</u>

The letter must acknowledge all addenda, if any.

4.6 Experience

Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services.

Describe any previous experience with providing services to libraries using the Sirsi Symphony system, and with libraries operating within a consortium setting.

Provide at least three (3) references for which your firm has provided the same or similar services. Include a point of contact, telephone number, email address and a brief description of the services provided.

4.5 Service Abilities

Provide detailed information on your firm's abilities to provide services as detailed in Section 3. The proposal shall address as a minimum the following areas, other service areas may need to be addressed to fully explain how the contractor will meet the scope of work.

- (a) Describe how customer service issues are handled by the company.
- (b) Describe inventory, including titles in active inventory, number of publishers represented, types of binding available, materials available in languages other than English, and any additional inventory services that are exclusive to the vendor.
- (c) Describe order process and timelines. Include a detailed description of operation and functionality of online ordering system.
- (d) Describe what reports are available, how they are generated, and what criteria are used in formulating them. Provide description of how such lists are compiled, what criteria are used for their compilation, qualifications of staff compiling lists, and ability of vendor to

supply materials on lists.

- (e) Provide estimated turnaround times and fill rates for providing materials, based on documented past performance. Turnaround times will be provided for both on-hand items and for items that must be ordered by the vendor for delivery.
- (f) Describe processes for delivery of materials so that they can be available to library users on the street date. Provide options as to shipping methods used.
- (g) Describe source and method for acquiring or creating full MARC-21 records that meet library specifications, what modifications can or will be made to records, and the process for submitting catalog records.
- (h) Describe physical processing capabilities, including pre-binding, label printing, stamping and RFID tagging.
- (i) Describe in detail their knowledge of the DDC system and how they will customize DDC numbers to meet the current library usage specifications.
- (j) Provide average cataloging, processing, record delivery, and shipping timelines. including original cataloging or other activities that may impact delivery date.

4.6 **Available Resources**

Provide information on resources available to your firm which indicates that you have access to the services and materials necessary to perform the work.

4.7 Contractor Availability

Describe the availability of the firm's personnel to meet in person with Department personnel or to contact them by telephone or other means when required during the performance of the contract.

4.8 Project Methodology and Approach

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Section 3. Describe overall approach to include any special considerations which may be envisioned.

4.9 Cost and Discount

Using Appendix B, list charges, fees and discounts for all services described in your response. Include any publisher short-discounting, discounts based on formats, library bindings, and editions rebound by vendor, as well as processing, cataloging, shipping, and any other service charges.

5.0 **EVALUATION CRITERIA AND PROCESS**

5.1 Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

1. Experience	15 points
2. Service Abilities	30 points
3. Available Resources	15 points
4. Contractor Availability	5 points
5. Methodology/Approach	5 points
6 Cost/Discount	30 points

5.2 Qualitative Rating Factor

Committee members will independently review the proposals and award points for the above factors 1 - 5 using the following qualitative rating factors:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor
- -0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: For the evaluation of the experience factor if the evaluator feels the response as provided was "Good" they would assign a "qualitative rating factor" of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (30) and the resulting score of 18 would be assigned to the experience factor. This process would be repeated for each criterion.

5.3 Quantitative Rating Factor

Costs will be scored by the committee as a whole using the following formula:

<u>Lowest total cost proposal</u> x 30 = Points awarded Proposer total cost proposal

5.4 Selection Process

A committee of individuals representing the City of Kenai will evaluate the proposal. The committee will rank the proposal as submitted. The City of Kenai reserves the right to award a contract solely on the written proposal.

The City also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of 3 firms will be short listed. A second score sheet will be used to score those firms interviewed.

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached, the second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the City reserves the right to terminate negotiations with any proposer should it be in the City's best interest. The City of Kenai reserves the right to reject any and all proposals submitted.

6.0 APPEAL PROCESS

Any party submitting a bid or proposal for an agreement with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any

acts of the City in connection with the award of a City agreement, may file an appeal in accordance with the appeal procedures outlined in Kenai Municipal Code KMC 7.15.120. The City's Code may be viewed online at https://kenai.municipal.codes/KMC/7.15.120

7.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in this Request for Proposals, all Proposers must carefully read and review the sample contract (Attachment C). The successful Proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract consistent with Section 1.3 of this Request for Proposals.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE CITY. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

COST PROPOSAL

A. DISCOUNTS FOR LIBRARY MATERIALS

Indicate the discounts that you would provide. Discounts for library materials shall not be decreased for the specified contract period. Each vendor should explain criteria for determining which titles receive less than full trade discounts. Estimate total costs for approximate retail value.

Format	Approximate	% Discount	Net Cost
	Retail Value		
Adult Trade Hardcover	\$14,500	%	
Adult Quality/Trade Paperback	\$5,500	%	
Adult Mass Market Paperback	\$200	%	
YA Trade Hardcover	\$2000	%	
YA Quality/Trade Paperback	\$700	%	
YA Mass Market Paperback	\$100	%	
Juvenile Trade Hardcover	\$10,200	%	
Juvenile Quality/Trade Paperback	\$3,700	%	
Juvenile Mass Market Paperback	\$200	%	
Editions rebound by vendor	\$100	%	
Library Binding	\$100	%	
Short Discount / Non-Trade	\$1,000	%	
Books from University or Small	\$500	%	
Presses, or titles of limited availability			
Net Titles	\$500	%	
Spoken Word Audio	\$500	%	
Playaways	\$200	%	
		Total	

B. ADDITIONAL SERVICE CHARGES

Processing and Cataloging:

Indicate price for processing and cataloging services that you would provide. Processing charges for library materials shall not be increased for the specified contract period. Estimate total costs for provided quantities.

Item	Price	Quantity	Estimated Total Cost
Mylar/dust jacket (taped)		1,900	
Laminate for paperback books (7 mil)		600	
Barcode according to Library specification		2,500	
Spine Label		2,500	
RFID tag (supplied, applied, and linked)		2,500	
Spoken Word Processing		30	
Spoken Word Case		30	
Playaway Processing		10	
Playaway Case		10	
MARC record		100	
		Total	

Shipping charges:

Indicate shipping charges below.

Item	Shipping Charges Per Unit	Estimated Quantity	Estimated Total Cost
Books		2,500	
Audiobooks/Playaways		40	
		Total	

Total for all categories:	
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Please specify any additional charges for materials purchased under the terms of this bid. Any charges not stated cannot be added to materials purchased under the terms of this bid without written consent of the Library. These charges will not be included in scoring for award of the RFP, but proposer will agree to honor this pricing for duration of the contract.

Contractor's Printed Name:				
Contractor's Fed. Tax ID #:	All-America City	THE CITY OF K SHORT FORM AGR This agreement is not valid until prope and accompanied by a valid City of	EEMENT rly signed by the parties	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236
CONTRACTOR WILL PROVIDE THE CITY OF KENA	N THE FOLLOW	ING SERVICE(S);		
Interpretation: The following documents are incorpor 1. Addenda 2. Proposal / Drawings / Instructions to Bidders 3.This Short Form Agreement 4. General Conditions (See page two / reverse of this 5.Contractor's Proposal	form if double si		g order of precedence:	
Contractor's compensation will be (in words and numb	0613).			
Time of commencement and completion				
BY SIGNING BELOW, THE CONTRACTOR HEREBY ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONDITIONS	Y AFFIRMS THA S AGREEMENT	AT HE OR SHE HAS READ AND INCLUDING THE GENERAL	Contractor's Addre	ss & Phone / Fax Numbers:
Contractor's Signature		Date		
Recommended by:	Purchase Orde	er Number:	Approved by City Manag	ger:

Short Form Agreement Revised 12-21-2018

Signature

Date

Signature

Date

GENERAL CONDITIONS

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor. Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

Short Form Agreement Revised 12-21-2018

Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested.	2.) Sign and date. 3.) Submit	with solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	t:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpor	ation 🗌 Partnershi	p Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
contracting to do business with th	la Borough Code of Ordina ne Kenai Peninsula Borough I	nces, Chapter 5.28.14 be in compliance with	elow. If no, please sign below.) 10, requires that businesses/individuals in Borough tax provisions. No contract is Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
		<u> </u>	In Commission of Makin Commission
KPB Finance Department (signature	required)	Date	In Compliance 🗌 Not in Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F's BALANCE DUE
			☐ In Compliance ☐ Not in Compliance
KPB Sales Tax Division (signature rec	ųuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title)	

Signature of Applicant (Required)