

KITSAP COUNTY  
CENTRAL COMMUNICATIONS  
AND  
DEPARTMENT OF EMERGENCY MANAGEMENT  
JANITORIAL SERVICES



**REQUEST FOR PROPOSAL 2009-158**

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REQUEST FOR PROPOSAL  
2009-158**

**CENTRAL COMMUNICATIONS  
AND  
DEPARTMENT OF EMERGENCY MANAGEMENT SERVICES  
JANITORIAL SERVICES**

**SUBMISSION DATE: Thursday, November 12, 2009 @ 3:00PM**

The Kitsap County Purchasing Office will receive proposals for both the Central Communications Office and the Department of Emergency Management Services up to 3:00 PM, Thursday, 12, 2009. Proposals are to be received in the Purchasing Office, located on the fourth floor of the Kitsap County Administration Building at 619 Division Street, Port Orchard, Washington 98366.

**Scope of Work**

The 911 Emergency Center is a 20,000 sq. ft. building and is located at 911 Carver Street, Bremerton, Washington 98312. The facility is equipped with a built in vacuum system. The dispatch area has carpeted tile and laminate tile and is a raised floor.

The contractor shall provide all labor, material and equipment to provide completed cleaning and janitorial services as described herein. This is a multi-year contract with the agreement for both parties, the County and Contractor. The contract may be renewed, for up to three (3) years, in one (1) year increments.

**Proposal #1**

Daily Service – 7 days per week (shift start times to be determined services cannot start Monday thru Thursday until after 7:00 p.m. and must be completed by 6:30 a.m.) to include service to restrooms, all offices, dispatch area, locker room, and lunchroom; daily removal of waste basket trash, kitchen trash and recycling containers; vacuuming, and dusting. Quote is to include cleaning products.

*\*see Exhibit A for specific information.*

**Proposal #2**

Two days per week and once on weekend - (shift start times to be determined services cannot start Monday thru Thursday until after 7:00 p.m. and must be completed by 6:30 am) to include service to restrooms, all offices, locker room, dispatch area and lunchroom, removal of waste basket trash, kitchen trash and recycling containers; vacuuming, and dusting. Quote is to include cleaning products.

*\*see Exhibit A for specific information.*

**Proposal #3**

Two days per week once during the week and once on the weekend(shift start times to be determined and service cannot start Monday Thru Thursday until after 7:00 p.m and must be completed by 6:30 A.M) to include service to restrooms, all offices, locker room, dispatch area and lunchroom, removal of waste basket trash, kitchen trash and recycling; vacuuming, dusting as stated in Exhibit A. Quote is to include cleaning products.

*\* see Exhibit A for specific information.*

**Proposal #4**

*Additional quote wanted for floor finishing including spray buff and strip/wax (quarterly basis as needed); window washing (twice a year) and carpet cleaning to include:*

**Floors:**

**Daily**

1. Dust mop all tile floors with treated dust mop.
2. Damp mop tile floors

**Monthly:**

1. Clean tile floors, and ceramic entrance tile floor with automatic scrubber.
2. High speed buff tile floor.
3. Spot wax as needed using high gloss wax

**Quarterly**

1. Top strip with a light stripping pad
2. Apply two coats of high gloss wax
3. Clean corners and baseboards

**Annually**

1. Strip all tile floors using a Speed Stripper
2. Apply three coats of high gloss wax

**Windows: Twice a year**

**Carpet: Twice a year or upon request as needed or just individual quotes**

Building floor area includes: (figures below represent the area "not covered" with furniture, appliances, or equipment)

Approximately 4,087 sq. ft. of broadloom carpet area

Approximately 3,750 sq. ft. of carpeted tile

Approximately 3,000 sq. ft. of linoleum

Approximately 2,520 sq. ft. of laminate surface access floor tile (dispatch area)

Approximately 300 sq. ft. sheet rubber (exercise room)

CENCOM will supply all paper products (toilet tissue, paper towels, toilet seat liners and trash bags).

**SITE VISIT**

Questions regarding the procurement process may be directed to R'Lene J. Orr, Purchasing and Records Manager at 360-337-4410 or [rorr@co.kitsap.wa.us](mailto:rorr@co.kitsap.wa.us) and questions regarding the project and location may be referred to, CENCOM, Stephanie Browning @ 360-307-5801 or [sbrowning@co.kitsap.wa.us](mailto:sbrowning@co.kitsap.wa.us) Monday-Friday 8:00 a.m. to 4:30 p.m., excluding holidays.

**We would like to provide a walk-thru of the facility for each vendor please call 360-307-5801 to make those arrangements. These will be given up to Wednesday, November 9, 2009 @ 10:00 A.M.**

**EVALUATION CRITERIA**

*Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices will be used to select the successful proposal and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services.*

*Firms will be evaluated on the following criteria:*

1. *The ability of the firm to service this account based on the contemplated scope of work and volume of business.*
2. *The experience of the firm, length of time in business and other matters relating to relevant experience.*
3. *Experience of the individuals assigned to this account.*
4. *Appropriateness and flexibility of pricing arrangements.*
5. *References either submitted with the proposal or known to the County.*
6. *The firm's approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.*
7. *Other information as appropriate.*

### **RESPONSE REQUIREMENTS**

*The following terms and conditions apply to all proposals to provide services to Kitsap County:*

1. *All proposals received will be open for public inspections only after contract award.*
2. *Kitsap County expressly reserves the following rights:*
  - *To reject any and/or all irregularities in the proposals submitted.*
  - *To reject any or all proposals or portions thereof.*
  - *To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.*
  - *To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.*
3. *All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.*
4. *The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.*
5. *Any proposal or modification received after the hour and date specified may be returned unopened.*
6. *All documents, reports, proposals, submittals, working papers, or other materials prepared by the contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the contractor. The contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.*
7. *All of the items mentioned in paragraph 6 above submitted to Kitsap County should be printed on both sides using recycled paper whenever practicable.*

### **NOTICE TO CONTRACTORS**

All work shall be in accordance with the above specifications, and other contract documents as administered by the Kitsap County Department of Administrative Services. Contractors for this project must comply with all applicable government and local agency requirements, including the Washington State Prevailing Wage Rate Law. Proposer's must be a licensed business and must submit a photocopy of their valid Washington State business license, and a copy of their Certificate of Liability Insurance.

### **SCREENING OF CONTRACTOR'S PERSONNEL**

*All employees of the contractor will be screened prior to being allowed to work in the facilities and no employee will be permitted to work under this contract, if not approved.*

*The employer will submit the following information on each employee: Full name (first, middle and last), any other names that the employee may have used in the last five years, employee's address and date of birth. In addition, on the annual contract date, each current employee will be screened by the County.*

*A background check is required for all current and new-hire custodial staff. In addition, an annual background check will be required for each custodial staff member employed on the anniversary date of the contract. Contract Performance Requirements, Contractor's Employees:*

- 1. Contractor shall provide employees who shall uphold the image of professionalism while employees are performing the services of the contract.*
- 2. Contractor shall provide employees who are competent and qualified to perform the services of the contract.*
- 3. Smoking is not permitted in any County building.*
- 4. Contractor's employees shall not use radios, televisions, video equipment, cameras, tape players, CD players, and like equipment that do not belong to them.*
- 5. Contractor's employees shall not use recreational apparatus equipment, in or around facilities.*
- 6. Personal radios with headphones shall be permitted in most areas.*
- 7. Except for emergency calls or communication with Contractor, use of County phones by Contractor's employees is not permitted.*
- 8. Use of electronic equipment such as computers, fax machines, typewriters, duplicating machines, calculators, and so on, shall not be used by Contractor's employees, except upon the authorization of the Location Contact.*
- 9. Contractor's employees shall not loiter in individual offices.*
- 10. Contractor's employees shall not use any personal items found in individual offices, work stations, or receptionist worksites, including reading materials.*

## **SUBMITTAL DATE**

To be eligible for consideration, six (6) copies of a vendor's response to this Request for Proposal must be received by the Kitsap County Purchasing Office, 619 Division Street, MS 7 Port Orchard, WA 98366-4691 no later than 3:00 PM, Thursday, November 12, 2009. The response must be submitted in a sealed envelope with the Request for Proposal Number and the due date clearly identified on the outside. You may respond by mail or hand-deliver to R'Lene J. Orr, Manager, Purchasing Office:

MAIL:  
Kitsap County  
614 Division Street MS 7  
Port Orchard, WA 98366

HAND-DELIVER:  
Kitsap County Administration Bldg.  
619 Division Street  
Fourth Floor, Room #413  
Port Orchard, WA

## **MATERIALS**

The County will supply materials for restroom dispensers (soap, toilet paper, toilet seat covers, feminine hygiene, and paper towels) and light bulbs. The Contractor will supply all other materials, equipment and incidentals to complete the work called for in the proposal specifications. All materials shall be County-approved.

## **COOPERATIVE PURCHASING**

Washington State Inter-local Cooperative Purchasing Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein, if all parties are willing.

**The Kitsap County Purchasing Office reserves the right to reject any or all responses for good cause, to waive any informality in any response and to delete certain items listed in the Request for Proposal as set forth herein.**

Proposals received after 3:00 p.m., Thursday, November 12, 2009 will not be considered.







**PROPOSAL #4**

The undersigned agrees to provide, Carpet Cleaning, Window Washing, and Floor Finishing to include strip, mop, and buff/wax as stated in Exhibit A. Quote is to include cleaning products.

**CARPET CLEANING** \$ \_\_\_\_\_

**WINDOWS**  
(TWICE PER YEAR) \$ \_\_\_\_\_

**FLOORS**  
**Daily**  
(DUST MOP ALL TILE FLOORS W/TREATED DUST MOP.) \$ \_\_\_\_\_

**Monthly**  
(WASH & WAX TILE FLOORS W/AUTOMATIC SCRUBBER.) \$ \_\_\_\_\_

**Quarterly**  
(STRIP W/LIGHT STRIPPING PAD, APPLY TWO COATS HIGH GLOSS WAX, CLEAN CORONERS AND BASEBOARDS.) \$ \_\_\_\_\_

**Annually**  
(STRIP TILE FLOORS USING A SPEED STRIPER, APPLY THREE COATS OF HIGH GLOSS WAX.) \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

**BIDDER:** \_\_\_\_\_  
Name of Company Type or Print

**NAME:** \_\_\_\_\_  
Type or Print

**SIGNATURE:** \_\_\_\_\_ (Date) \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**ADDENDUM RECEIPT**

Receipt of the following addendum to this solicitation is hereby acknowledged:

<u>Amendment Number</u>	<u>Date of Receipt Addendum</u>	<u>Signed Acknowledgement</u>
1	_____	_____
2	_____	_____
3	_____	_____

**NOTE: Failure to acknowledge receipt of any amendment may be considered an irregularity in the bid.**

## EXHIBIT 'A'

### Cleaning should include the following:

#### Office areas/Classroom/EOC:

- Empty common trash receptacles used by office staff and replace bags weekly, or replace each time if the bag is soiled.
- Empty all "recycle" trash receptacles separately than "common trash."
- Vacuum all areas with the exception of those areas designated as "off limit" areas.
- Dust all ledges, desk areas

#### Restrooms:

- Empty trash cans. Sanitary containers and remove trash from premises
- Clean toilets, urinals, sinks & counters with a disinfectant
- Clean mirrors, and chrome hardware including all dispensers
- Check dispensers and fill as needed: Soap, toilet paper, and paper towels
- Sweep and damp mop floors with a disinfectant
- Spot clean walls, light switches
- Clean restroom partitions
- Clean walls around sinks and urinals twice a week
- Clean partitions around urinals twice a week

#### Kitchen area:

- Empty trash
- Sweep/mop floors
- Clean sinks (if sink is empty of dishes)/countertops/microwave.

#### Workout Room/Locker Room:

- Vacuum and dust

#### Dispatch Floor:

- Vacuum all console areas, underneath and in the corners of the console
- Dust all partition panels between consoles, and ledges
- Mop floor - Do not use heavy wet mop on floor, use a Swifer mop

#### General Cleaning Daily:

- Empty trash cans and remove trash from premises
- Clean drinking fountains with disinfectant
- Dust window ledges and door frames
- Vacuum carpets
- Spot clean entrance glass doors
- Empty outside trash cans
- Spot clean partition glass
- Dust mop all tile floors with treated dust mop
- Damp mop tile floors

#### General Cleaning Weekly:

- Dust all venation blinds

#### General Cleaning Monthly:

- Clean tile floors, and ceramic entrance tile floor with automatic scrubber
- High speed buff tile floors
- Spot wax as needed using high gloss wax
- Spot clean walls, doors, and light switches
- Dust blinds with a magnetic duster
- Dust high areas with an extension duster (lights, sprinklers, signs, vents, etc.)

**General Cleaning Quarterly:**

- Top strip with a light stripping pad
- Apply two coats of high gloss wax
- Clean corners and baseboards
- Damp wipe vinyl chairs with a disinfectant
- Vacuum upholstered chairs
- Clean interior and exterior windows as accessible
- Vacuum all corners and hard to reach areas
- Clean outside of file cabinets, cabinet doors, and desk drawers with a disinfectant

**General Cleaning Yearly:**

- Wash all walls
- Wash all doors
- Clean blinds
- Clean interior trash cans
- Clean light fixtures, ceiling and wall vents
- Carpets Cleaned
- Strip all tile floors using a Speed Stripper
- Apply three coats of high gloss wax

**WAC 296-127-01308**

**Building Service Employees (janitors, waxers, and window washers).**

For the purpose of the Washington state public works law, chapter [39.12](#) RCW, the work of building service employees includes, but is not limited to:

(1) Janitors. Empty trash and damp wipe containers. Dust chairs, sides of desks, top of filing cabinets, panelled walls, doors, ledges and picture frames within easy reach. Damp wipe desk tops, telephones and desk fixtures. Damp mop floors. Vacuum upholstered furniture and draperies. Wash vinyl furniture with cleaning solution. Wash doors and other surfaces and spot wash painted walls. Clean door glass and inside partition glass. Vacuum and shampoo carpets.

(2) Utility janitors. Performs the following duties in addition to those performed by janitors: Waxing of floors (when not performed by traveling waxers), high wall and ceiling washing requiring the use of a ladder, and minor repairs and maintenance necessary to the operation of the building.

(3) Waxers. Waxing of floors.

(4) Window washers. Washing of all windows, other than inside partition glass and door glass, washing of painted walls, (when not done as a prerequisite to repainting) and wall paper cleaning.

(5) And all the cleanup required in connection with building service employees.

## Prevailing Wage Rates for Public Works Contracts

Counties Covered: JEFFERSON, KITSAP, LEWIS, MASON AND PACIFIC				
JANITOR		\$8.55	<u>1</u>	
SHAMPOOER		\$8.97	<u>1</u>	
WAXER		\$8.97	<u>1</u>	
WINDOW CLEANER		\$13.22	<u>1</u>	

### Benefit Code Key - Effective 09-02-09 Overtime Codes

**Overtime Calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times the hourly rate of wage.
  - A. All hours worked on Saturdays, Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sunday and Holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five - eight (8) hour workweek day or a four - ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of

wage. All other overtime hours worked, except Labor day, shall be paid at double the hourly rate of wage. All hours worked on Labor day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four - ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

L. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

O. The first ten (10) worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday, and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through

Saturday and all hours worked on Sundays and holidays (except Christmas Day) shall be paid at double the hourly rate of wage. All hours worked on Christmas Day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

T. Work performed in excess of eight (8) straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturday shall be paid at time and one-half the straight time rate, hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 pm Monday and holidays shall be paid at double the straight time rate of pay. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations, after an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Saturdays, Sundays and holidays (except Thanksgiving Day and Christmas Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas Day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except for make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 AM and 5:00 PM 9Or such other hours as may be agreed upon by any employer and the employee) and all hours worked

in excess of eight (8) hours per day (10 Hours per day for a 4x10 work week) and on Saturdays and Holidays (Except Labor Day ) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight – time rate until they have worked eight (8) hours in a day (10 in a 4x10 Workweek or 40 hours during that workweek). All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sunday and Labor Day shall be paid at double time hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Holidays shall be paid the straight time rate of pay in addition to Holiday pay.

**2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

A. The first six (6) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of six (6) hours on Saturday and all hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

D. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. The first eight (8) hours worked on holidays shall be paid at straight time in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at one and one-half times the hourly rate of wage.

E. All hours worked on Saturdays or holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays or on Labor Day shall be paid at two times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. all hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

I. All hours worked on Saturdays and holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and on Labor Day shall be paid at two times the hourly rate of wage.

J. All hours worked on Sundays shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage, including the holiday pay. All hours worked on unpaid holidays shall be paid at two times the hourly rate of wage.

K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.

L. All hours worked on Saturdays (or on the regular day off during a workweek other than Monday through Friday) and Holidays shall be paid at one and one-half times the hourly rate of wage, except Labor Day which shall be paid at double the hourly rate. All hours worked Monday through Saturday over twelve (12) hours worked on Sundays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

P. The first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday and all hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

Q. All hours worked on Labor Day shall be paid at double the hourly rate of wage.

R. All Hours worked on Sundays and Holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

S. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage. Except the day after Thanksgiving, the day after Christmas and a floating holiday, which shall be paid at the straight time rate if worked, in addition to holiday pay.

T. All hours worked on Sunday shall be paid at double the hourly rate of wage. All hours worked on Holidays shall be paid at two and one-half times the hourly rate of pay, and this rate shall include Holiday pay.

U. All hours worked on Saturdays shall be paid at one and one-half times the Holiday rate of wage. All hours worked over 12 hours in a day or on Sundays and Holidays shall be paid at double the hourly rate of wage.

V. All hours worked on Saturdays and on make-up, days shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday and Holidays shall be paid at double the hourly rate of wage.

W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule either Monday Thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on Holidays shall be paid at double the hourly rate of wage.

X. All hours worked Monday through Friday between the hours of 6:00 P.M. and 6:00 A.M and all hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

4A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays, and holidays shall be paid at double the hourly rate of wage.

## **5. HOLIDAY CODES**

A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).

D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8).

E. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (9).

F. Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (11).

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last work day before Christmas Day, and Christmas Day (7).

- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day before Christmas, and Christmas Day (9).
- L. Holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Day before Christmas, and Christmas Day (9).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (9).
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Presidents' Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, one-half day before Christmas Day, and Christmas Day (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (7).
- T. Paid holiday: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas (10) paid holidays.
- V. Paid Holidays: six (6) paid holidays.
- W. Paid Holidays: nine (9) paid holidays.
- X. Holidays: After 520 hours - New Year's Day, Thanksgiving Day, and Christmas Day. After 2080 hours - New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a floating holiday (8).

Y. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day (8).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8).

## **6. HOLIDAY CODES**

A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8).

B. Paid Holidays: New Years Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last work day before Christmas Day, and Christmas Day (9).

D. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas Day (9).

F. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day (11)

I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day, and Christmas Day (8).

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day (8). Unpaid Holiday: Presidents' Day.

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last working day before Christmas Day, and Christmas Day (9).

U. Holidays: New Year's Day, Day before New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day, Christmas Day (9).V. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and one day of the Employee's choice (9).

W. Paid Holidays: New Year's Day, Day before New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, day before Christmas Day (10).

X. Paid Holidays: New Year's Day, day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, day before or after Christmas Day, and Employee's Birthday (11).

Y. Paid Holidays : New Year's Day, Presidents' Day , Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and a Floating Holiday (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day (7) If a Holiday falls on Saturday the Preceding Friday shall be considered as the Holiday. If a Holiday falls on Sunday, the following Monday shall be considered as the Holiday.

## **8. NOTE CODES**

A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

over 50' to 100' - \$2.00 per foot for each foot over 50 feet.

over 100' to 150' - \$3.00 per foot for each foot over 100 feet.

over 150' to 220' - \$4.00 per foot for each foot over 150, feet.

over 220' \$5.00 per foot for each foot over 220 feet.

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

over 50' to 100' - \$1.00 per foot for each foot over 50 feet,

over 100' to 150' - \$1.50 per foot for each foot over 100 feet,

over 150' to 200' - \$2.00 per foot for each foot over 150 feet,

over 200' - Divers may name their own price.

D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$0.75, Level B: \$0.50, and Level C: \$0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows - Levels A & B: \$1.00, Levels C & D: \$0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, and Level D: \$0.25. P. Workers on Hazmat projects receive additional hourly premiums as follows: Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50.

## **CONTRACT FOR SERVICES**

This Contract for Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and \_\_\_\_\_ having its principal office at \_\_\_\_\_ (the Contractor).

### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on \_\_\_\_\_. The duration of the contract will be one year with annual renewal options for a period of three years. In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of Commissioners or the Kitsap County Administrator.

### **SECTION 2. SERVICES TO BE PROVIDED**

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: RFP 2009-158, Proposal for Janitorial Services, prepared by Kitsap County Purchasing, October \_\_2009, Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

### **SECTION 3. CONTRACT REPRESENTATIVES**

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

***County's Contract Representative***

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***Contractor's Contract Representative***

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**SECTION 4. COMPENSATION**

- 4.1 Recycling service costs are addressed in Exhibit A, Proposal, prepared by (Contractor), dated \_\_\_\_\_, 2009 Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$\_\_\_\_\_ / year.

Unless otherwise provided in the Contract, the Contractor may submit invoices to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.

- 4.3 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

**SECTION 5. AMENDMENTS AND CHANGES IN WORK**

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will

make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.

- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## SECTION 7. INSURANCE

- 7.1 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.2 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$2 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$4 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.3 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows: The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$5 million. Coverage will include owned, hired and non-owned automobiles.
- 7.4 **Professional Liability Errors and Omissions.** In the event that services delivered pursuant to this Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of \$1,000,000 per claim and in the aggregate.
- 7.6 **Miscellaneous Insurance Provisions.**
- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
  - B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insured with respect to performance of services.
  - C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special

limitations on the scope of protection afforded to the County as an additional insured.

- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

#### **7.7 Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division  
Kitsap County Department of Administrative Services  
614 Division Street, MS-7  
Port Orchard, WA 98366

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

## **SECTION 8. TERMINATION**

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

## **SECTION 10. INDEPENDENT CONTRACTOR**

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, an agent or a servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the County; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.
- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.

- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.7 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

#### **SECTION 11. NONDISCRIMINATION**

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

#### **SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

#### **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

#### **SECTION 14. DISPUTES**

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or

acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

## **SECTION 15. CONFIDENTIALITY**

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

## **SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

## **SECTION 17. MISCELLANEOUS**

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

DATED this \_\_\_\_ day \_\_\_\_\_, 2009 .  
2009 .

DATED this \_\_\_\_ day \_\_\_\_\_,

**CONTRACTOR**

**KITSAP COUNTY  
BOARD OF COMMISSIONERS**

Firm:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

**CHARLOTTE GARRIDO**, Chair

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_

**JOSH BROWN**, Commissioner

Title: \_\_\_\_\_

Contractor Registration No.: \_\_\_\_\_

\_\_\_\_\_

**STEVE BAUER**, Commissioner

Federal Tax ID No.: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Opal Robertson, Clerk of the Board

**Approved as to form by the Prosecuting Attorney's Office**