

REQUEST FOR PROPOSAL
2010-105
KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
SURFACE & STORMWATER MANAGEMENT PROGRAM

Due: January 11, 2010 at 3:00 PM

The Kitsap County Surface and Stormwater Management Program is seeking a qualified consultant to conduct services to support, implement and evaluate the grant-funded project “Stormwater Business Education Template”.

ATTACHMENTS:

- A. Proposed Scope of Work
- B. “Municipal Stormwater Grants of Regional or Statewide Significance: Stormwater Business Education Template” grant application.

A SUCCESSFUL PROPOSAL WILL INCLUDE:

- 1. Consultant’s approach to satisfy the attached scope of work.
- 2. A proposed budget broken down by task.
- 3. A proposed timeline broken down by task.
- 4. Description of similar projects performed by consultant team including references and team performance relative to original project schedule and budget.

SELECTION CRITERIA:

The Kitsap County Surface and Stormwater Management Water Quality Program will evaluate all proposals based on the following criteria:

- 1. Experience and background of key personnel related to projects of this type.
- 2. Demonstrated success with similar projects.
- 3. Approach to project.
- 4. Experience specific to the state of Washington.
- 5. Organization, project management skills, and ability to meet project schedules.
- 6. Quality of references.

SUBMITTAL:

Submittals should include at a minimum, a coversheet that contains pertinent contact information (i.e. firm name, address, phone and fax numbers, and name of project manager), as well as identification of all key personnel and associated capacities to be assigned to the project. If sub-consultants will be used, the proposed firm(s) and information on their experience, qualifications, responsible personnel, and anticipated responsibilities should be identified.

Submittal must be received by **no later than 3:00 p.m. on January 11, 2010**. No submittals will be accepted after this date and time. No Electronic or fax will be accepted. Please submit three (3) copies of your Proposal to:

R'Lene J. Orr
Kitsap County Department of Administrative Services
Purchasing Office
614 Division Street MS-20
Port Orchard, WA 98366
360-337-4410

Technical questions should be directed to Mindy Fohn, Water Quality Manager for Kitsap County's Surface and Stormwater Management Program, (360) 337-7066 or mfohn@co.kitsap.wa.us.

Stormwater Business Education Template

ATTACHMENT A: Proposed Scope of Work

1.0 BACKGROUND

The National Pollutant Discharge Elimination System Phase I, Phase II Eastern Washington and Phase II Western Washington municipal stormwater permits target commercial businesses in multiple sections: general education, education about Best Management Practices (BMPs), publicizing the spill hotline and source control inspections. The ultimate water quality goal of these requirements is to prevent pollutants from entering the storm drainage system from business practices, employees, and properties.

Municipalities of various sizes, regions, and levels of programs in Washington State are in the process of implementing business education, source control and spill hotline permit requirements. There is a need for evaluated and tested public education materials targeted at businesses and commercial property owners.

2.0 PROJECT DESCRIPTION

The Stormwater Business Education Template Project applies social marketing methods to develop materials that may be used by over 100 municipal jurisdictions in Washington State to meet NPDES permit requirements. A Core Group of members, lead by Kitsap County SSWM (Client) will work to identify business polluting practices and prioritize these practices. The Consultant will utilize social marketing methods and research of available business education materials to assist with the message development and design of the selected message delivery method. Each piece of material developed will include an awareness message, a simple best management practice (BMP), and the local jurisdiction's Spill Hotline. Other information specific to the local jurisdictions may be included such as the city or county webpage and any program-related consideration unique to the area. Once developed, the template and the BMP messages will be tested on focus groups, refined as needed, and one of the BMP postcards will then be piloted regionally. The effectiveness of the materials in these communities will be evaluated and the materials will be modified according to the results. A response evaluation mechanism whereby recipients return a postcard and receive a promotional item will also be used.

The focus groups and pilot campaign will be performed in three state regions: a Puget Sound community, a non-Puget Sound western Washington community, and an eastern Washington community. For the pilot campaign, the promotional item will be connected to the BMP promoted on the mailer. For example, if the polluting practice selected for the mailer is runoff from car washing entering the storm drain system then the promotional item may be coupons for discounted washes at a local commercial car wash or those focused on vehicle fluids may include a voucher for a spill kit. Evaluation will focus on the effectiveness of the postcard design as well as the content. Evaluation of the postcard mailers will be performed in two ways. The first will be the percentage of postcards requesting a promotional item. A returned postcard indicates the recipient read the materials and took the time to request the item. The second will be a survey comparing groups receiving the message and those that did not receive the message. There will be an incentive to complete the survey. Questions regarding recall of the materials (an evaluation of the effectiveness—was the message received, was it noticed and was it new information); stormwater awareness; and resulting behavior change will be

measured in the survey. Results of the targeted group vs. the non-targeted group will be compared as well as regional results.

3.0 PROJECT SCHEDULE

The project is expected to be completed by June 2011. The proposed timeline is included with the project tasks in section 4.0.

4.0 PROJECT TASKS

The consultant will work closely with the Client to accomplish the following tasks:

Task 1. Management

The Consultant will be responsible for arranging Core Group meetings, submitting meeting minutes to the Client and Core Group, providing quarterly activity reporting to the Client, and facilitating Core Group meetings.

Required Performance:

1. Manage project
2. Arrange and facilitate meetings
3. Submit quarterly activity reports

Task 2. Background Research

The Consultant will research effective business outreach materials from across the country. The Consultant will prepare, for the Core Group's review, a research summary report. The report will cover, as appropriate, styles, graphics, messages, delivery methods and evaluation methods/results.

Required Performance:

1. Conduct broad-based survey of existing business outreach materials.
2. Develop summary report of similar outreach efforts. Submit report to the Client two (2) weeks prior to the Core Group meeting in April 2010.

Task 3. Outreach Materials Development, Focus Group Testing

The Consultant will provide a market-based approach working with the Core Group to determine target audiences, messages, and design guidelines, as well as final BMPs to be highlighted in this business outreach campaign. The Consultant will work with the Kitsap County Graphic Designer to develop draft messaging/materials for Core Group review and selection. The Consultant will convene focus groups in the following regions of Washington State to test the preferred design template and messages to identify motivators and barriers in different geographic areas: a Puget Sound community, a Western Washington non-Puget Sound Community and an Eastern Washington community. Results from the focus sessions will be summarized in a report to the Core Group. The Consultant, working with the Core Group and Graphics Designer, will finalize messaging and design templates based on focus group feedback.

Required Performance:

1. Develop list of target audiences, messages, BMPs, and design guidelines around which to structure campaign by May 31, 2010.
2. Work with the Kitsap County graphic designer to develop draft outreach materials using at least two different graphic styles by September 2010.

3. Conduct at least four focus group sessions (Phase I Puget Sound, Phase II Puget Sound, Phase I or II non-Puget Sound Western Washington, and Eastern Washington) to test design and messages by November 2010. Summarize findings in a report.
4. Finalize messaging and design template based on focus group findings. Submit materials to the Client by January 2011.

Task 4 - Pilot Campaign Roll-out and Evaluation

The Consultant will work with the Client and Core Group to identify the pilot BMP and develop and roll out a Pilot Campaign in communities within three regions of the state (Puget Sound, non-Puget Sound Western Washington, and Eastern Washington). The Pilot Campaign will incorporate "incentives" to encourage attendee participation and response. The Consultant will evaluate response, impact, and effectiveness of messages in pilot areas using the postcards and surveys. These results will be compared to non-messaged target audience in the same region. Pilot evaluation findings will be prepared for the Core Group's review.

Required Performance:

1. Work with the Core Group to identify the pilot BMP.
2. Develop Pilot Campaign Roll-out and Evaluation plan with the Client and Core Group by December 2010.
3. Implement Pilot Campaign in at least three communities by March 2011.
4. Evaluate response, impact and effectiveness of messages in pilot areas through a comparison of behavior change and responsiveness in non-messaged areas by May 2011. Summarize findings in a summary report to be submitted to the Client as part of final report June 15, 2011.

Attachment B:

Grant Application

**MUNICIPAL STORMWATER GRANTS OF
REGIONAL OR STATEWIDE SIGNIFICANCE**

Application Deadline: October 14, 2009

Project Title: Stormwater Business Education Templates

Local Government: Kitsap County Public Works Surface and Stormwater Management Program

Tax ID Number: 91-6001348

Staff Contacts: Mindy Fohn, Water Quality Program Manager
360-337-7066, mfohn@co.kitsap.wa.us
Pat Kirschbaum, Outreach and Education Coordinator
360-307-4278, pkirschbaum@co.kitsap.wa.us

Project Partners: Cheryl Sonnen, Asotin County
Heather Kibbey, City of Everett
Richard Hoiland, City of Vancouver
Cynthia Hickey, King County Department of Natural Resources

EXHIBIT A

SIGNATURE AND CERTIFICATION

I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND THAT I AM THE LEGALLY AUTHORIZED SIGNATORY OR DESIGNEE FOR THE SUBMITTAL OF THIS INFORMATION ON BEHALF OF THE APPLICANT.

Printed Name

Signature

Title

Date

B. ABSTRACT

The NPDES Phase I and II municipal stormwater permits target commercial businesses for education efforts. Not only must permittees inform business owners or managers about best practices for avoiding pollution, they must also inform them about the hazards associated with non-stormwater discharges and publicize the spill hotline. This project develops and tests a formulated business mailer template designed to raise stormwater awareness, publicize a spill hotline and provide simple behavior changes to improve water quality. A core group of stormwater professionals from Phase I and Phase II jurisdictions from both Eastern and Western Washington will work with social marketing consultants experienced in the field of stormwater education. This group will use social marketing principles to produce simple messages targeting stormwater awareness and behaviors. The resulting mailer template will be tested on focus groups from three regions of the state: Puget Sound, Non-Puget Sound Western Washington and rural Eastern Washington. After fine-tuning, the mailers will be tested in each of the three regions for effectiveness by performing the campaign in pilot areas. Evaluation of the message presentation and content will be performed by two methods: an active feedback loop and a target audience survey. This project draws on previous successful outreach campaigns implemented regionally and utilizes established evaluation methods. The result will be quality-tested postcard mailers available as templates for Washington State Phase I and Phase II jurisdictions.

C. Work Plan

1. Project Purpose

1.1 Describe how the project supports municipal stormwater permit programs

The NPDES Phase I, Phase II Eastern Washington and Phase II Western Washington municipal stormwater permits target commercial businesses in multiple sections: general education, education about Best Management Practices (BMPs), publicizing the spill hotline and source control inspections. The ultimate water quality goal of these requirements is to prevent pollutants from entering the storm drainage system from business practices, employees, and properties.

Municipalities of various sizes, regions, and levels of programs in Washington State are in the process of implementing business education, source control and spill hotline permit requirements. There is a need for evaluated and tested public education materials targeted at businesses and commercial property owners. The following three themes will provide common ground for Washington municipalities to successfully implement this proposed education program:

1. **Awareness:** Stormwater flows to streams untreated.

The outreach continuum model shows that awareness is a necessary step prior to learning, behavior change and finally, sustained independent action. However, little change in awareness of stormwater knowledge has occurred in the last ten years. Local and regional surveys of

residents performed in the last 10 years consistently demonstrate that 50% of respondents don't know where stormwater goes or that it is not treated^{1, 2, 3}. Even more of a surprise, a recent 2007 survey of Bellevue businesses shows that the same result is true of respondents in a jurisdiction with an established commercial property inspection program⁴. This research demonstrates the need for a widespread general awareness campaign targeting business owners, managers and property managers/owners.

2. Best Management Practices (BMPs): Simple BMPs can minimize the impact of certain business practices.

This project will provide carefully selected simple BMPs for certain business practices. Focus groups conducted by STORM (STormwater Outreach for Regional Municipalities) for the *Puget Sound Starts Here* campaign show that providing simple solutions for water quality issues is an effective outreach tool⁵. As simple BMPs for the residential sector provide the backbone of the "call to action" focus of the *Puget Sound Starts Here* campaign, these business practice BMPs will provide the backbone for this campaign.

Selected BMPs for this project will focus on the business practice rather than the business sector. Jurisdictions can utilize the materials in ways that best fit their needs while still addressing their respective NPDES permit issues. For example, developing materials that focus on the mobile business sector becomes a challenge because this sector includes a variety of businesses: vehicle detailers, carpet cleaners, contractors, landscapers, and many others that perform work at a remote location. Focusing on the practice rather than the type of business will assist in keeping the messages simple and visually focused while allowing jurisdictions to choose materials appropriate for the business practices they see in their area, regardless of the business sector.

Based on an analysis of business sectors and survey of regional local source control programs⁶, several business practices have been identified which have a higher polluting potential and could benefit from targeted educational material. These practices include vehicle washing, building washing, grease and dumpster spills/discharges, vehicle fluid spills, construction material spills/discharges, floor drain illicit connections and toxic sediment transport due to buildup in stormwater systems. The core group of jurisdictions participating in this project will work together to review, refine and prioritize business practices where the goals and objectives of this project will be most beneficial.

3. Spill Hotline: Calling the Spill Hotline to report spills, discharges, or water pollution can lead to elimination of immediate water quality threats.

According to an EPA survey of Phase I jurisdictions the water pollution hotline has been the most effective tool in the Illicit Discharge Detection and Elimination Program⁷. This project will include materials to encourage business owners to report water pollution and illicit discharges through their local spill hotlines.

1.2 Describe the regional or statewide benefits of the project, and the link to the eligible projects.

This project addresses the following activities of statewide significance:

Regional Stormwater Public Education and Outreach: This project not only supports implementation of Phase I and Phase II municipal stormwater programs, it also creates consistent messaging for the business community and a statewide cooperative for educating businesses about stormwater. Some stormwater programs in Washington have produced BMP materials. This project brings these BMPs together in one messaging format to be presented and tested and then available in an easy to use template. Kitsap County will lead the project with a core membership of Phase I and II jurisdictions. Other Phase I and II jurisdictions will be kept informed at a regional and statewide level of the progress of the project through updates provided to the STORM Share Point site, the Ecology Local Source Control Share Point site, and the Ecology stormwater shared materials website. Stormwater educational materials will be developed under the direction of consultants. These materials will be developed, tested, refined, and evaluated using social marketing techniques.

Stormwater Program Templates/Models/Products: The products will serve as templates for jurisdictions to use in other outreach efforts, such as mailers, fact sheets, utility bill inserts and website development.

NPDES Collaboration and Cooperative Efforts: Kitsap County will lead a collaborative effort to evaluate targeted business practices and appropriate BMP message selection. In addition, this project will provide information about whether outreach materials are generally transferable between Western and Eastern Washington as well as within Puget Sound and non-Puget Sound communities. There will also be the value-added benefit of regionally based chain businesses receiving the same BMP information from several jurisdictions where they do business.

2. Project Description

This project draws upon the experience, expertise and successes of previous regional stormwater campaigns in developing the overall project approach. In Snohomish and Kitsap Counties, direct mail was determined to be the most effective delivery method for campaign messages. In 2006, Kitsap County performed a direct mail campaign to 208 commercial property owners informing them of the water quality problem in Dyes Inlet and requesting their participation in storm system inspections. All properties participated in the inspections. When 30% of the properties were identified to have storm system maintenance deficiencies, all complied to repair their systems⁸. Field Inspectors experienced higher compliance rates in this test area compared to other areas of the county. Snohomish County performed extensive testing of different delivery strategies for pet waste outreach and determined direct mail to be the most effective method⁸.

The material developed for this project will also draw upon the success of previous campaigns, specifically Snohomish County's Pet Waste Campaign⁹ and Kitsap County's recent Backyard Pet Waste Campaign¹⁰. Like these two campaigns, the Stormwater Business Education Template project will utilize a three-fold postcard mailer. A response evaluation mechanism whereby recipients return a postcard and receive a promotional item will also be used. Each piece of material developed will include an awareness message, a simple BMP, and the local jurisdiction's Spill Hotline. Other information specific to the local jurisdictions may be included such as the city or county webpage and any program-related consideration unique to the area. After the layout template has been developed, the proper BMP for selected polluting business practices will be evaluated and selected by the Core Group members. The social marketing consultant will assist with the message development and design. Once developed, the template and the BMP messages will be tested on focus groups, refined as needed, and one of the BMP postcards will then be piloted regionally. The effectiveness of the materials in these communities will be evaluated and the materials will be modified according to the results.

The focus groups and pilot campaign will be performed in three state regions: a Puget Sound community, a non-Puget Sound western Washington community, and an eastern Washington community. For the pilot campaign, the promotional item will be connected to the BMP promoted on the mailer. For example, if the polluting practice selected for the mailer is runoff from car washing entering the storm drain system then the promotional item may be coupons for discounted washes at a local commercial car wash or those focused on vehicle fluids may include a voucher for a spill kit. Evaluation will focus on the effectiveness of the postcard design as well as the content. Evaluation of the postcard mailers will be performed in two ways. The first will be the percentage of postcards requesting a promotional item. A returned postcard indicates the recipient read the materials and took the time to request the item. The second will be a web-based survey. The pilot groups as well as comparable groups not receiving the initial postcards will be notified of the online survey. There will be an incentive to complete the survey. Questions regarding recall of the materials, stormwater awareness, and resulting behavior change will be measured in the survey. Results of the targeted group vs. the non-targeted group will be compared as well as regional results.

2.1 The objectives of the project are to:

- Improve awareness in the business community that stormwater flows to surface waters untreated.
- Identify business practices recognized by the participating core jurisdictions as threats to water quality.
- Determine the appropriate, simple BMPs for each targeted business practice.
- Identify motivators for businesses to change their practices to improve water quality.
- Identify barriers to implementing simple BMPs.
- Inform businesses about a jurisdiction's spill reporting hotline.
- Perform focus group testing on BMP materials that will resonate with the targeted business community.
- Pilot material distribution in different regional areas.
- Determine if outreach materials are generally transferable between Eastern and Western Washington as well as within Puget Sound and non-Puget Sound communities.
- Determine the effectiveness of a direct mail campaign for business stormwater education.
- Provide tested, effective educational materials to other non-participating Washington State Phase I and Phase II jurisdictions as requested.

2.2 The project activities/tasks are:

- **Kitsap County negotiates** grant and Scope of Work with Ecology.
- **Kitsap County performs Request for Proposals and selects consultants.**
- **Core Group Meeting 1:** *All meetings will be held in Port Orchard, WA at the Kitsap County Public Works Annex. Attendees have the choice of attending in person or via teleconference. Teleconference will be encouraged to reduce travel costs and carbon footprint.* The meeting goal will be to clarify project objectives and outcomes and to discuss and determine the most common polluting business practices to target. Simple BMPs for the polluting business practices will be evaluated and discussed.
- **Consultant researches outreach materials** that have been effective in other communities across the country. Information such as effective styles, graphics, messaging, delivery methods and evaluation will be sought. A summary report is delivered to the Core Group members.
- **Core Group Meeting 2: Core group further refines identified business practices and prioritizes BMPs** for messaging based upon research, experience and threats to water quality.
- **Core Group Meeting 3: Consulting social marketing expert,** graphic designer and focus group evaluation consultant meet with the Core Group to provide guidance in determining a) the target audiences, message, and design guidelines and b) which business practices and BMPs would best be addressed through this type of campaign.

- **Graphic designer develops the messaging** (text, graphics). Multiple graphic styles are produced (serious, humorous, and aesthetically pleasing).
- **Core Group reviews** developed materials and provides feedback.
- **Consultant tests the developed messages on focus groups.** Template design is evaluated and motivators and barriers for selected BMPs are identified. Five focus groups will be performed, each in a Core Members' area.
- **Core Group Meeting 4: Consultant delivers a summary report of the focus group results.** From the report the graphic designer works with the consultant and Core Group to refine the template and messages as necessary.
- **Pilot campaign is implemented in three regions:** Puget Sound community, non-Puget Sound Western Washington community and Eastern Washington community. Consultant evaluates the response, impact and effectiveness of the materials and messages in the pilot areas compared to non-messaged businesses or property owners in the same region. Evaluation is based upon the postcard response rate and the online survey results.
- **Core Group Meeting 5: A summary report of the pilot evaluation** is presented to the Core Group by the consultant.
- **Final grant report is written.**
- **Final grant report is delivered to Ecology.**
- **Resulting educational material templates and BMP research results are available to jurisdictions statewide.**

2.3 The expected project outcomes are:

- An analysis of available and effective business-focused outreach materials.
- An analysis of the most common and most effective BMPs to address polluting business practices selected by the core group.
- Identification of motivators and barriers to implementing behavior change among specific business-oriented target audiences.
- Evaluation of selected business-focused stormwater awareness and BMP messages.
- Individual jurisdictions will show an increase in spill hotline response from the business sector.
- Comparison of results between the messaged and non-messaged participants in the Pilot Campaign evaluation will show:
 - Increased awareness that stormwater flows to surface waters untreated.
 - Increased adoption of simple BMPs by the business sector.
 - Increased readiness to adopt desired positive business practices.

- Increased consistency in business oriented stormwater messaging among and between jurisdictions statewide.

2.4 Project Schedule:

January 2010: Negotiate and sign agreement with Ecology. Perform RFP and consultant selection.

February 2010: Sign contracts with consultants. Begin Core Group e-mail discussion of targeted business practices.

March 2010: Meeting 1: The core group will work to clarify project objectives and outcomes, and discuss the most common polluting business practices to target. Simple BMPs for the selected polluting business practices will be evaluated and discussed.

March 2010: Consultant researches outreach materials that have been effective in other communities across the country. Information such as effective styles, graphics, messaging, delivery methods and evaluation will be sought. A summary report is delivered to the Core Group members.

April 2010: Meeting 2: Core group further refines and prioritizes BMPs for messaging based upon research, experience and threats to water quality.

May 2010: Meeting 3: Core Group meets with consulting social marketing expert, graphic designer and focus group evaluation consultant to a) determine the target audiences, message, and design guidelines and b) identify which business practice BMPs would best be addressed through this type of campaign.

June-August 2010: Graphic designer develops the messaging (text, graphics). Multiple graphic styles are produced (serious, humorous, and aesthetically pleasing).

August 2010: Core Group reviews the developed materials and provides feedback.

September-October 2010: Consultant tests the design template and developed messages through focus groups and identifies motivators and barriers. Members of targeted business sectors likely to perform these business practices are the audience, as well as commercial property owners. One focus group in each Core Group area will be performed.

November 2010: Meeting 4: Consultant delivers a summary report of the focus group results. From the report the graphic designer works with the consultant and Core Group to refine the template and messages as necessary.

January-March 2011: Pilot campaign is implemented in three regions: Puget Sound community, non-Puget Sound Western Washington community and Eastern Washington

community. Consultant evaluates the response, impact and effectiveness of the messages in the pilot areas compared to a non-messaged target audience in the same region. Evaluation is based upon the postcard response rate and the online survey results.

April 2011: Meeting 5: A summary report of the pilot evaluation is delivered to the core group by the consultant.

May 2011: Resulting educational materials are available to jurisdictions around the state.

June 2011: Final project report is written.

June 2011: Final project report is delivered to Ecology, grant is closed out.

June 2011: Template and research are made available to other jurisdictions

2.5 Readiness to Proceed

Kitsap County is a leader as a Western Washington Phase II community. It has an established commercial property inspection program, source control program, and is a core member of STORM, the general public social marketing arm of education for Puget Sound stormwater awareness. Additionally, Kitsap County is willing to listen to the experience and expertise of Phase I communities such as King County and the unique geographical concerns of Eastern Washington Phase II communities.

Kitsap County has developed and implemented projects which are closely integrated with this proposed project: Residential Backyard Pet Waste Program, Mutt Mitt Program, and the West Sound Regional Water Pollution Hotline. Kitsap took a unique approach to establishing the Water Pollution Hotline. The concept as well as motivators and barriers to citizen reporting were explored in focus groups. The results were integral to the procedures and methods used for the structure of the hotline. The hotline is now advertised on storm drain markers in many West Sound communities. Kitsap is experienced with the methods of evaluation, focus groups, social marketing and graphics production. Also, the project members from Kitsap are integrally involved with the Local Source Control Program and the Commercial Property Inspection Program.

Graphics production performed by municipal in-house staff has resulted in very effective materials, as was done for the Snohomish Pet Waste Campaign. In-house staff is well versed on the goals of the outreach, while trained in marketing strategies such as simple messages and graphics that transfer well to print as well as web design. Utilizing experienced Kitsap County in-house staff also provides quick feedback and design changes.

The core members have contributed significantly to this proposal and are eager to participate and comply with the timelines. Please see attached letters of support.

The Kitsap County Purchasing and Contracting Department is aware of the proposed Request for Proposal and contracting timeline for this project and have assured compliance with Ecology guidelines.

2.6 Deliverables

- Report of literature search of effective business educational materials.
- Market-tested educational materials for business education and outreach programs.
- Report on focus group feedback relating to BMP motivators and barriers.
- Final report of the process, decisions and results of business education/outreach pilot program areas.
- Determination of consistency of business education materials that could be utilized by Puget Sound vs. non-Puget Sound and Western vs. Eastern Washington jurisdictions.

3. Partnerships

Kitsap County will be the lead local government for the project. The following staff from Kitsap County Surface and Stormwater Management will work on the project: Mindy Fohn, Water Quality Program Manager, mfohn@co.kitsap.wa.us (360) 337-7066, Pat Kirschbaum, Education Outreach Coordinator, pkirschbaum@co.kitsap.wa.us (360) 307-4278, Jayna Ericson, Education Outreach Coordinator, jericson@co.kitsap.wa.us (360) 307-4277 and Callene Abernathy, Graphic Designer, Kitsap County Public Works, cabernathy@co.kitsap.wa.us (360) 337-5777. Kitsap County staff will negotiate the contract with Ecology, arrange consultant contracts, manage grant budgets, perform lead administrative duties and participate in all core group functions.

Core Group members represent Phase I and Phase II jurisdictions with experience in public education/outreach, spill hotline, source control and commercial property inspection programs, and BMP communication/implementation. They will work to create products which can be used by jurisdictions statewide. They will be integral in selecting target business practices, BMPs, messaging and some will be involved in the pilot implementation and evaluation process. The core members and the region they represent are:

- Cynthia Hickey, King County, Phase I, Cynthia.Hickey@kingcounty.gov, (206) 263-6456
- Heather Kibbey, City of Everett, Western Washington Phase II, HKibbey@ci.everett.wa.us, 425-257-8800
- Mindy Fohn, Kitsap County, Western Washington Phase II, mfohn@co.kitsap.wa.us, 360-337-7066
- Richard Hoiland, City of Vancouver, Western Washington Phase II, Richard.Hoiland@ci.vancouver.wa.us, 360-487-7199
- Cheryl Sonnen, Asotin County, Eastern Washington Phase II, csonnen@co.asotin.wa.us, 509-243-2074.

Additionally, partners may involve their Local Source Control and/or Stormwater Program inspectors to review the BMP messaging. Key milestone work products will be shared with

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Kitsap County Surface and Stormwater Management Program
December 28, 2009

the STORM general membership, Ecology Local Source Control Specialists and Ecology Permit Specialists via their respective Share Point sites.

4. Project Management

4.1 Project Team Structure/Internal Controls

Kitsap County will be the lead agency for the project. Kitsap will be responsible for administration of the consultant contract(s), initial postcard and promotional item mailings, graphic design, quarterly and final reporting to Ecology and assuring the project is on task and on time. The Core Group Consultant will perform meeting notification, agendas, facilitation, and minutes; will organize and conduct focus groups; assist with implementing the pilot campaign; develop and administer the on-line survey; and provide a summary report on the project. The Social Marketing Consultant will assist the Core Group in refining the targeted business practices to best suit the campaign structure.

The Core Group has been selected because of each member's unique geographic region as well as experience in stormwater management, source control, NPDES permit coordination and public education/outreach. While the Core Group will have several meetings, members will also communicate as needed by phone and e-mail.

4.2 Staff Qualifications/Experience and time commitment

Kitsap County-Lead Agency

- **Mindy Fohn, Water Quality Program Manager, Kitsap County Surface and Stormwater Management. 80 hours.** Mindy has 15 years experience in stormwater including establishing the City of Bremerton IDDE program, system mapping, monitoring, modeling, and, most recently, showing scientifically sound-water quality benefits of storm system maintenance in receiving waters. She has performed education and outreach for homeowner septic system care and repair, water conservation, and business source control technical assistance visits. She manages the commercial property inspection, water quality monitoring and education programs for clean water and NPDES permit compliance.
- **Pat Kirschbaum, Education Outreach Coordinator, Kitsap County Surface and Stormwater Management. 80 hours.** Pat has been with Kitsap County since 1995 and has a Master's Degree in education. Her experience includes developing and delivering outreach materials and presentations for schools, businesses, and community groups. In 2001, she was the Project Manager for one of the first market research projects funded by Washington State Department of Ecology's Centennial Clean Water Fund. The project included a baseline survey, development of messages and outreach material; focus groups to test the materials; distribution of materials through traditional (advertisements) and unique (shelf talkers) delivery methods; and a follow-up survey.
- **Jayna Ericson, Education Outreach Coordinator, Kitsap County Surface and Stormwater Management. 40 hours.** Jayna has a B.S. in Environmental Science. With eight years of experience implementing municipal stormwater permit programs, she has provided extensive field-based education and outreach while conducting water quality monitoring, illegal discharge investigations, and stormwater inspections. She joined Kitsap County in 2007 to develop and implement an education program for adults and business in accordance with NPDES Phase II requirements. Jayna has participated in numerous social marketing trainings and has incorporated these principles into her work at both the local and regional levels. Jayna has designed and conducted social marketing-based pet waste programs for public places and private property on the Kitsap Peninsula. She has been a core member of STormwater Outreach for Regional Municipalities (STORM) and provided guidance in the development of the *Puget Sound Starts Here* campaign.
- **Callene Abernathy, Graphic Designer, Kitsap County Public Works. 60 hours.** Callene graduated from Evergreen College with a degree in Liberal Arts and has worked for Kitsap County Public Works for 15 years performing graphic design, layout, and illustration. From logos to posters to brochures to websites, she enjoys working directly with her clients and has designed materials for Kitsap County Solid Waste and Surface and Stormwater Management Programs including the Backyard Pet Waste Campaign postcards, Mutt Mitt station signage, stormwater facility signs and business outreach materials for the Local Source Control and Greenworks Programs.

Partnering Core Group Members (approximately 40-50 hours each)

- **Cheryl Sonnen, Regional Stormwater Program Coordinator, Asotin County.** Cheryl has been leading Phase II planning and compliance work for Asotin County, Clarkston, and Asotin for well over a year. Accomplishments include the development of Phase II stormwater plans, annual reports, and stormwater ordinances; coordination of road maintenance facility assessments and development of Stormwater Pollution Prevention Plans for each of the three agencies; development of the regional stormwater website and Public Involvement Plan; and execution of numerous stormwater public education and outreach activities. Prior to becoming the Regional Stormwater Coordinator, she worked as a technician at Asotin County Conservation District for 11 years where she had extensive experience coordinating the implementation of projects on private and public property.
- **Heather Kibbey, Surface Water Manager, City of Everett.** Heather has 24 years experience in the water quality field. She developed the Phase I NPDES stormwater program for Pierce County, and managed monitoring, inspection and permit coordination, as well as permit development and negotiation. In her current position she coordinates the Phase II program for the City, as well as the Capital Improvements Projects program for stormwater, and works with other City workgroups on Combined Sewer Overflows, maintenance and restoration.
- **Richard Hoiland, Civil Engineer in Surface Water Management, City of Vancouver.** Richard has a BSPE, MS in Environmental Engineering and is a licensed Professional Engineer. He has 15 years experience in environmental engineering, surface water management, industrial wastewater, and sanitary sewer planning/design. He is the Coordinator of the City's Water Resources Protection program and past administrator of the Centennial Clean Water Grant awarded to Vancouver in 2003 to initiate the program.
- **Cynthia Hickey, Senior Water Quality Engineer, King County Stormwater Services.** Cynthia is currently the lead for the County's Source Control Program. She has over 20 years of experience with King County and the City of Seattle, working on stormwater and wastewater issues including inspections, education, permitting, enforcement, code writing, and source control program development. If pressed, she will admit to being one of the original Phase I Permittee representatives for the first municipal stormwater permit. Cynthia was also actively involved in the development of the Boatyard General Permit and the development of pollution prevention practices for shipyards and boatyards.

References

1. Market Research Data Corporation. 2001. *Stormwater Education Research Report Kitsap Stormwater Consortium.*
2. Elway Research, Inc. 2008. *Kitsap Peninsula Clean Runoff Collaborative Stormwater Runoff: Public Attitudes, Awareness and Behavior.*

3. Elway Research, Inc. 2009. *Water Pollution in Puget Sound: The View from the Back Yard*.
4. Cunningham Environmental Consulting. 2007. *Bellevue Surface Water Issues*.
5. Cunningham Environmental Consulting/Gilmore Research Group. 2009. *STORM Media Campaign Focus Groups*.
6. Personal communication: Ellen Stewart, Local Source Control Program, Seattle Public Utilities; Richard Hoiland, Civil Engineer, City of Vancouver; Niels Nicoliason, Solid and Hazardous Waste, Kitsap County Health District; and Geri Fowler, Local Source Control Specialist, Kitsap County Public Works.
7. Zielinski and Brown. 2005. *Inappropriate Discharge Detection and Elimination: What Phase I Communities are Doing to Address the Problem*.
8. Fohn. 2009. *Bacterial Reduction in an Urban Watershed*. Storm Con Conference.
9. Snohomish County Public Works Surface Water Management. 2008. *Pet Waste Management Campaign Final Report*.
10. Ericson. 2009. *Education and Outreach Plan for Pet Waste in Backyards*.

CONSULTANT PROPOSAL EVALUATION

1. Proposals will be evaluated and scored as shown below. From that evaluation the highest scoring firm may be selected without an interview process.
2. If the reviewers deem an interview process necessary, the top three scoring firms will be interviewed.

Firms will be evaluated using the following point system and criteria.

FIVE POINT SYSTEM	
Unsatisfactory --1--	Firm demonstrates serious deficiencies, which could affect the work.
Marginal --2--	Firm's qualifications meet most Client needs, but contain deficiencies, which could affect the work.
Satisfactory --3--	Firm's qualifications generally meet Client needs.
Excellent --4--	Firm's qualifications are equal to or exceed Client needs.
Outstanding --5--	Firm's qualifications exceed Client needs in all criteria.

WEIGHTED CRITERIA

A--Firm Experience (40%)

Consultant's experience, capability, and demonstrated success with similar projects. Past performance on government agency contracts with respect to cost control, quality of work, and ability to meet schedules. Experience specific to Washington State. Avoidance of personal and organizational conflicts of interest. Quality of client references.

B--Staff Experience (40%)

Expertise and project role of key staff as demonstrated by experience and education related to projects of this type.

C—Approach (20%)

Consultant's proposed approach to planning, organization, and management of activities for this project, including communication procedures, approach to problem solving, schedule and budget control and similar factors.

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 offices at (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on and terminate on. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

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: 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

Contractor's Contract Representative

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: 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 \$.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice 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.
- 4.4 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 \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 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 (check ONE of the following options):

Not Applicable.

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 \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contact, the coverage will include owned, hired and non-owned automobiles.

7.4 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 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.

7.5 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

- 12.1 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.

- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

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 representatives 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 _____, 200__.

DATED this ___ day _____, 200__.