



**REQUEST FOR PROPOSAL
2017-110**

**KITSAP COUNTY TREASURER'S
TITLE SERVICES FOR
COURT PROCEEDINGS
PROPERTY TAX FORECLOSURES**

**PROPOSAL DEADLINE:
TUESDAY, MARCH 21, 2017 AT 3:00 P.M.**

General Information

The Kitsap County Treasurer is tasked with performing legally mandated tasks that often depend on services provided by the vendor community. The acquisition of these services is typically conducted through the use of a request for proposal, such as this.

Scope of Project

The Kitsap County Treasurer seeks to obtain proposals for the service of providing title reports. The Treasurer performs processes that require the acquisition of title reports as a component. The legal nature of these processes demand precision and accuracy of the documents as well as expedient delivery.

Expected Term of Resulting Agreement

The initial contract period shall be from May 1, 2017 to May 1, 2018 unless sooner terminated as provided elsewhere in the Agreement.

The contract shall be renewed annually for four (4) additional one year terms, unless either party gives notice of non-renewal not less than 30 days prior to the expiration of any one year term.

Specific Requirements Concerning Proposed Services

The specific requirements included in this document are considered to be minimum requirements. The responder is expected to respond to all sections. It is the

expectation that the vendors use the documents provided in this RFP when responding. Use of these documents will help ensure a consistent response to this RFP. Each respondent shall address all requirements specified in the sections. It is desired that the integrity of each section of the RFP be preserved.

Foreclosure Title Reports

It is estimated that a total of approximately 150 title reports will be required each year. However, this figure may be more or less depending on the number of accounts involved in the annual processes. It is expected that foreclosure reports will be requested once per year in May. The reports will be required within 30 days of request or sooner depending on the quantity requested. If any one proposer can not meet the time requirement, the County may choose to award the bid to multiple proposers to accommodate the time limitations.

The content requirements listed in this section are all mandatory and must be a component of each foreclosure title report. In the event one of the components are not applicable to an account, the required field title shall still display with the note "none exists".

Item ID	Description of Requirement	Standard Response (yes/no)	Comments
1	Title report shall include all interests in, encumbrances, or liens of record upon the property, including those of contract vendors and purchasers, (except easements, covenants, conditions, and restrictions recorded prior to the oldest year for which tax or other amount is being foreclosed), together with the excise tax affidavit number, if any, for each document by which each such interest or lien was acquired, specifically including all Federal tax liens and Washington State liens and judgements in courts of record.		
2	Title report shall include all recorded Declarations of Homestead, or Abandonment or Non-Abandonment thereof.		
3	Title report shall include all recorded applications for extinguishment, transfer or creation of title to mobile homes affecting the property.		

4	Title report shall include all recorded Requests for Notice affecting the property.		
5	Title report shall include a vicinity map with the property being covered boldly outlined thereon.		
6	Title report shall include an identification of all causes of action affecting the property, including bankruptcy (must display any lien holder bankruptcies nationwide as well) and receiverships, trustee sales in progress and all judgements which gave a lien upon the property, whether arising in Federal District Court or Superior Court.		
7	Title report shall include a full legal description with notations where legal does not match Kitsap County tax description provided at the time of request.		
8	Title report shall include the names of all persons having an interest or lien of record in the property, including contract vendors or purchasers, together with the last known address for each, if shown of record or in contractor's record. The vested owner shall be clearly identified.		
9	Title report shall include the last known agent's name and address in the event of a recorded corporation/business interest.		
10	Title report shall include the tax account number on each page.		

11	Proposer will be required to provide up to two hundred title reports in a thirty day period. Please identify the maximum number of title reports you can provide in the comments section.		
12	When number of title reports requested is 30 or less, a shorter time period for delivery is expected. The number will be based on the number of reports requested.		
13	Title reports will be made available electronically. Must include copies of <u>all documents</u> required in the list of specific requirements. The file name must be the tax parcel number.		
14	If two or more parcels are contiguous, and in common ownership in the same development, they shall be treated as a single parcel and billed accordingly. However, separate copies shall be provided for each parcel.		
15	It is required that the County have the ability to cancel a title report prior to delivery. Unless significant time has been committed to the title report, this will be done at no cost to the County. Please provide a comment defining your company's policy regarding this issue.		
16	It is required that invoice for title report services shall include, in addition to unit cost, total and tax, County identification (number or name), date of request, date of delivery and parcel number.		

17	Proposer shall provide, at no additional expense to the County, one update or supplemental title report upon request of the County within a twelve month period after the original request.		
18	Proposer shall be liable for violation of title report requirements, including costs and attorney's fees, not exceeding the most true and fair value determined by the Assessor.		

Tax-Title Title Reports

It is estimated that a total of approximately 25-100 title reports will be required each year. However, this figure may be more or less depending on the number of tax-title properties identified for sale each year. It is expected that tax-title reports will be requested sporadically throughout the year as requests come into the Treasurer. The reports will be required within 15 days of request. If any one proposer can not meet the time requirement, the County may choose to award the bid to multiple proposers to accommodate the time limitations.

The content requirements listed in this section are all mandatory and must be a component of each foreclosure title report. In the event one of the components are not applicable to an account, the required field title shall still display with the note "none exists".

Item ID	Description of Requirement	Standard Response (yes/no)	Comments
1	Title report shall include the name of the vested owner and the date the last deed was recorded.		
2	Title report shall include a vicinity map with the property being covered boldly outlined thereon.		
3	Title report shall include a full legal description with notations where legal does not match Kitsap County tax description provided at the time of request.		
4	Title report shall include the tax-title application number on each page. (Will be given to title company at the time the request is made.)		
5	Proposer will be required to provide up to ten tax-title reports in any given month. Please identify the maximum number of title reports you can provide in the comments section.		

6	Title reports will be made sent to Treasurer electronically. Must include copies of <u>all documents</u> required in the list of specific requirements. The file name must be the same as the application number provided at the time of the request.		
7	If two or more parcels are contiguous, and in common ownership in the same development, they shall be treated as a single parcel and billed accordingly.		
8	It is required that invoice for title report services shall include, in addition to unit cost, total and tax, date of request, date of delivery, and tax-title application number.		
9	Proposer shall be liable for violation of title report requirements, including costs and attorney's fees, not exceeding the most true and fair value determined by the Assessor.		

Costs

Please complete the section below, listing any other potential services/products and related costs in the additional spaces provided.

Item ID	Description of Service/Product	Cost	Comments
1	Foreclosure Title Report (each original and 1 supplemental/update if requested)		
2	Tax-Title Title Report		

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 may be used to select successful offerors, 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. Appropriateness and flexibility of pricing arrangements.
4. References either submitted with the proposal or known to the County.
5. The firm's approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
6. Past performance with work provided to the County.
7. Other information as appropriate.

Reserving all of her other rights and remedies in making this award, and to the fullest extent allowed by law, the decision of the Treasurer in making the award shall be final, binding and conclusive on all bidders, applicants and other interested parties, and shall not be subject to protest or appeal of any kind or nature, whether administratively, judicially or otherwise.

The successful bidder or applicant expressly agrees to enter into a contract in the form attached to this RFP.

Please submit five (5) copies of the Proposal no later than 3:00 PM Tuesday, March 21, 2017.

INTERESTED FIRMS SHALL SUBMIT TO:

Mail:

Colby Wattling, Buyer
Kitsap County
Administrative Services Purchasing Division
614 Division Street, MS-7
Port Orchard, WA 98366-4676

Hand Deliver:

Colby Wattling, Buyer
Kitsap County Administrative Services Purchasing Division
Administrative Build
Fourth Floor
619 Division Street
Port Orchard, WA 98366-4676

Technical questions regarding this request should be directed to Hope Beyl, (360) 337-4931 or hbeyl@co.kitsap.wa.us

SAMPLE CONTRACT

KC-

CONTRACT FOR SERVICES

This Contract for Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 619 Division Street, Port Orchard, Washington, 98366 (the County) and, (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on May 1, 2017. The duration of the contract will be for one year with annual renewal options for a period of four years. 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: Scope of Work, 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-

Hope Beyl, Collections Supervisor
Kitsap County Treasurers Office
614 Division Street MS-32, Port Orchard, WA 98366
(360) 337-4931

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 \$50,000.00.
- 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.
- 4.7 All time limits stated are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the Contractor and the County that a delay could seriously affect the public and the operation of the County; therefore, a reduction in the cost of each title report of 10% of the original cost per calendar day for each and every calendar day of delay for each title report as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the Contractor on or before the time specified.
- 4.8 Should the Contractor be obstructed or delayed in completing delivery or by any default, act, or omission by the county, or by strikes, fires, acts of God, or by the inability to obtain information or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed

upon by the county and the Contractor prior to specified date of completion. Shall there be insufficient time to grant such extensions prior to the specified completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as the cause of same.

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 The County and those having an interest in the properties to be foreclosed, rely on the Contractor to provide complete and accurate information in the report and associated documents; therefore, if the report is found to be in error, the County shall be reimbursed by the Contractor for any and all costs and liability incurred due to said error in incomplete or inaccurate report or associated documents, including the cost of the incomplete or inaccurate title report.
- 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 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **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.
- 7.3 **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.

7.4 **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 Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **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. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance 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 insured 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.

7.6 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 agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and 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.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

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 Contract, including its incorporated exhibits, constitutes the entirety of the agreement between the parties concerning the Contract's subject matter. No other agreement, representation or understanding of any kind or nature, whether oral or written, whether actual or alleged, and whether arising or alleging arising before, during or after execution of the Contract shall be binding upon either party, unless such is expressly set forth in a written amendment to this contract duly executed by both parties. This includes but is not limited to any provisions or language contained in title reports or other any other documents or records generated, produced or supplied, directly or

indirectly, by the Contractor, including but not limited to any provisions or language purporting to disclaim or limit in any way the Contractor's potential, alleged or actual liability arising under, or relating to, the Contract or the performance thereof.

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.

17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention), Section 17.8 (Entire Agreement), Section 17.7 (Miscellaneous – Severability), and Section 17.10 (Survival).

DATED this _____ day _____, 2017