



QUOTE 2017-123

KITSAP COUNTY

REQUEST FOR QUOTE: Golf Cart Rental

RESPONSE DEADLINE: Tuesday April 25, 2017 at 3:00 PM

The Kitsap County Purchasing Office is soliciting quotes for golf cart rental for the 2017 Kitsap County Fair.

SCOPE OF WORK:

Kitsap County is looking for a vendor to pick-up, deliver and service, repair or replace golf carts to be used during the 2017 KC Fair, beginning Monday, August 21, 2017 through Monday, August 28, 2017. The following equipment is desired:

1. Ten (10), 2 – seater utility carts with cargo beds
2. Two (2), 2 – seater utility carts with flat bed
3. Six (6), 4 – seater carts
4. One (1), 6 – seater cart
5. Three (3), 2-seater cart with cargo bed and hitch post

All carts must be gas-powered, with front lights preferred. Seventy-five percent of the carts must have lights.

Quotes will be accepted in the Purchasing Office via fax 360-337-4638, mail or hand delivered to Kitsap County Administration Building at addresses provided before the date and time indicated above.

The quote number, the date and time of the response deadline, and the name and address of the respondent shall be clearly shown on the outside of the envelope

Please submit by mail to:

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

OR

For hand delivery, express , or courier:

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Please contact the following individuals with questions regarding this process.

Colby Wattling at 360-337-7036 or cwattling@co.kitsap.wa.us

Quotes not received by Tuesday, April 25, 2017 at 3:00 PM will not be considered.

QUOTE 2017-123 QUOTE SHEET

The undersigned Vendor proposes to furnish Kitsap County Parks and Recreation with Golf Carts for the duration of the 2017 KC Fair and Stampede per the scope of work in the above referenced quote number.

10	Utility carts with cargo beds	\$ _____
2	Utility carts with flat bed	\$ _____
6	4-Seat Passenger carts	\$ _____
1	6-Seat cart	\$ _____
3	2-Seat carts with cargo bed and hitch post	\$ _____
Sales Tax:		\$ _____
Total Project Cost		\$ _____

This proposal is made in accordance with the published description of work and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Request for Quote authority by the Kitsap County Purchasing Office.

BIDDER _____
Print company name

SIGNATURE _____
Date

PRINTED NAME _____

TITLE _____

ADDRESS _____

Tax ID # _____

PHONE _____ **FAX** _____

ADDENDA RECEIPT

Receipt of the following addenda to the subject solicitation documents is hereby acknowledged:

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

CONDITIONS

1. **Contract.** The County of Kitsap ("County") purchases the services herein, and the person(s) named herein ("Contractor") performs the services described herein. This form, when properly signed and bearing a Purchase Order number, is the only form which will govern the terms of the agreement between County and Contractor, and which will be recognized by County as authority for charging the performance of services to its account. This form supersedes all previous or contemporaneous communications and negotiations and constitutes the entire agreement. Without the prior written consent of the County Purchasing Agent, Contractor shall not make any changes, alterations or variations in the terms of this Purchase Order. No terms stated by Contractor in accepting or acknowledging this order shall be binding upon County unless accepted in writing by County. Contractor may not assign this order without County's prior consent. No waiver by County of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provisions. Time is of the essence for this order. The laws of the State of Washington shall govern this Agreement, and any proceeding for the enforcement of this Contract shall be in Kitsap County.
2. **Payment.** Contractor shall submit billings supported by documentation of units of work actually performed, including number of hours and days worked, and the total dollars requested. Costs and expenses shall not be reimbursed unless specifically included herein. County will make payment to Contractor's address of record within 30 days of receipt of appropriate documentation.
3. **Termination.** Either party may terminate this Agreement upon written notice to the other party. An adjustment will be made for partially completed and accepted items of work, but such adjustment shall not include loss of anticipated profit on deleted or uncompleted work.
4. **Default.** If Contractor defaults by failing to perform any part of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any payments until all work contracted has been performed. Any extra cost, expense or damage to County resulting from Contractor's default(s) shall be deducted from any money due. If County determines that Contractor has failed to perform any obligation under this Agreement within the times set forth, then County may take all or any of the following actions: (1) withhold monies from amounts otherwise due and payable the amount determined by County as necessary to cure the default; (2) pay any amount of monies required to be paid and charge the same to the account of Contractor; and/or (3) set off any amount of monies paid or incurred from monies due or to become due to Contractor.
5. **Discrimination.** In Contractor's performance of this Agreement, Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, ancestry, sex, age or disability.
6. **Independent Contractor.** Contractor is independent of County and nothing in or arising from this Agreement shall be construed to create a relationship of employer-employee or master-servant. Contractor expressly represent and agrees that he/she (1) is customarily engaged in a private and independent business of the same nature as that performed under this Agreement; (2) is and will continue to be free from the control or direction of County; (3) maintains a separate place of business; (4) serves clients other than County; (5) will report all income and expenses accrued under this Agreement with the Internal Revenue Service on Schedule C; (6) and has a tax account with the State of Washington Department of Revenue for payment of all taxes required by the State of Washington. Contractor acknowledges that it is entitled only to the compensation expressly stated in this Agreement. 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, or any other rights or privileges afforded to Kitsap County employees. Contractor will defend, indemnify and hold harmless County, its elected and appointed officials, officers, agents or employees from any loss or expense including, but not limited to settlements, judgments, set offs, attorneys' fees or costs incurred by reason of claims or demands arising in connection with the provisions of this paragraph 6.

7. Insurance. Prior to commencing work, Contractor, at its own cost and expense, shall obtain and maintain in force during the term of this Purchase Order, the following minimum insurance coverage:
- a. A policy of workers' compensation insurance, in amounts required by Washington State law.
 - b. A policy of commercial general liability insurance with broad form property damage endorsement, personal injury and products completed operations coverage, affording protection in an amount of not less than One Million Dollars (\$1,000,000) per incident with respect to personal injury, death, or damage to property.
 - c. If this Purchase Order contemplates professional services, a policy of professional liability insurance, including errors and omissions, affording protection of not less than One Million Dollars (\$1,000,000) per incident and in the aggregate.
 - d. A policy of comprehensive automobile liability insurance covering the operation of all motor vehicles used by Contractor its agents in connection with this Purchase Order, affording protection in an amount of not less than One Million Dollars (\$1,000,000) combined single limit with respect to personal injury, death, or damage to property.

All of these insurance policies shall be issued by insurance companies with an AM Best rating of "A-" or higher and a financial strength rating of VII or higher, who are licensed or permitted to conduct business in the State of Washington. The commercial general liability policy shall name Kitsap County as an additional insured, and shall be written on an occurrence basis and as primary coverage and not contributing with or in excess of any coverage that Kitsap County may carry. Upon execution of this agreement, Contractor shall furnish to Kitsap County a current certificate of insurance for each of the policies required above. Certificates shall be sent to Kitsap County Risk Management, 614 Division St., MS-7, Port Orchard, WA 98366. Insurance coverage(s) provided under this Purchase Order shall not limit or restrict in any way the liability of Contractor arising under or in connection with this Purchase Order. Such insurance shall not be canceled or terminated without ten (10) days prior written notice of any cancellation or termination.

8. Hold Harmless. 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.

9. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against County, its elected or appointed officials, officers, agents and employees, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in the Agreement shall extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.