



REQUEST FOR PROPOSALS 2017-145

Kitsap County Public Works Department, Solid Waste Division for Fluorescent Lamp Recycling Services

RESPONSE DEADLINE: THURSDAY, OCTOBER 5, 2017 @ 3:00 P.M.

PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division (the County) is seeking proposals from qualified vendors for fluorescent lamp recycling services at the Kitsap County Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312.

DESCRIPTION OF SERVICES

The Contractor shall be responsible for providing all labor, equipment, and materials for fluorescent lamp recycling services at the Household Hazardous Waste (HHW) Collection Facility, or another pre-arranged site, Tuesday through Friday between the operating hours of 8:00 a.m. and 4:00 p.m.

The Contractor shall provide collection services within 7 to 10 work days after receiving a request from the County. The Contractor shall provide emergency collection services within 48 hours of a verbal request from the County. Before collections are made, the Contractor must contact the County with the collection date and time.

Additionally, the selected Contractor shall assume responsibility for any spills or discharge, including emergency response and cleanup, during loading or transportation. The Contractor's drivers must be trained in accident prevention and defensive driving, proper loading and unloading procedures, use of personal protective equipment, and in emergency response procedures to spills or accidents.

The Contractor shall provide the contracted services in full compliance with all applicable federal, state and local laws, regulations, and ordinances, as amended. The Contractor shall maintain all licenses and permits required for the contracted recycling activities and shall provide the County with copies of licenses and permits upon written request.

The Contractor shall use licensed and reputable companies and facilities for all collection, transportation, treatment, and recycling of fluorescent lamps collected. The Contractor shall be responsible for completing all necessary and appropriate paperwork and/or documentation for the fluorescent lamps collected.

The Contractor shall allow for inspections by representatives of the County or the Kitsap Public Health District. Entry for such inspections shall not be unreasonably denied by the Contractor, but may be conditioned on the owner or agent of the owner escorting the inspector immediately upon request.

Unless otherwise specified, Fluorescent Lamps to be collected at the HHW Collection Facility for recycling includes the following:

- Linear Fluorescent Lamps
- Circular Fluorescent Lamps
- Compact Fluorescent Lamps
- Shielded Fluorescent Lamps
- Miscellaneous HID Lamps
- Incandescent Lamps
- Broken Fluorescent Lamps (drummed)
- Metal Halide Lamps
- Mercury Vapor Lamps
- Neon Lamps
- High/Low Pressure Sodium Lamps
- Linear Ultraviolet Lamps

Packaging materials and supplies to be provided to the County for collection and storage of all Fluorescent Lamps shall include the following:

- 4' Lamp Box
- 8' Lamp Box
- 4' Fiber Drum, approx. 85 count per drum
- 4' Fiber Drum, approx. 175 count per drum
- 8' Fiber Drum, approx. 85 count per drum

FLUORESCENT LAMP COLLECTION PROGRAM HISTORY

*Please Note: Proposers should be aware RCW 70.275 concerning Mercury-Containing Lights does affect the volume of fluorescent lamps collected at the HHW Collection Facility and will subsequently affect the volume sent to the awarded Contractor. **Numbers included below are for quote information only and are subject to change without notice.***

Typical frequency of requests for pickups is once per month, year round. Typical volume of material is:

- 2-4 full, 4' fiber drums of 4' lamps, approximately 175 per drum
- 2-3 full, 5' high pallets of shrink-wrapped 4' boxes of tubes
- 2-5 loose boxes of 8' tubes
- 4-6 each 3'x2'x2' boxes of miscellaneous compact fluorescent, circular fluorescents and HID lamps

Storage limitations do not allow for volumes much larger before a request for pickup is made. Requests for tube-packing supplies occur about every other month. Pickup requests for crushed tubes (hazardous waste) average one (1) 55-gallon drum two to three times a year.

PROPOSAL REQUIREMENTS

Submitted proposal must include the following information:

- Letter of Interest;
- Coversheet containing pertinent contact information;
- Proposal Sheet (Exhibit A) showing unit price for each requested item;
- Detailed Statement of Qualifications showing the Proposer's ability and experience providing fluorescent lamp recycling services;
- References and current contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County;
- Detailed information about the Contractor's environmental compliance history, including:
 - Current applicable solid waste handling permits, State of Washington Department of Ecology permits, Fire Department permits, and PSCAA permits, or equivalent out-of-state permits;
 - A history of compliance inspections, violations, and corrective actions for the past three (3) years; and
 - If the material is sent to another facility for final management, include similar information for the final facility.
- Copy of the Proposer's current Certificate of Liability Insurance showing evidence of proper insurance, including coverage for hazardous materials, as shown in Exhibit B: Sample Contract; and
- Any additional information the Proposer feels addresses the Selection Criteria listed below.

QUESTIONS

All questions regarding this solicitation must be submitted **by e-mail by 4:00 p.m. on or before Monday, September 25, 2017,** and should be directed to:

Rick Gilbert
MRW Program Analyst
rgilbert@co.kitsap.wa.us

Responses to all questions received will be published as an Addendum to this Request for Proposals no later than **Friday, September 29, 2017,** and posted on the County's [Bid Opportunities website](http://www.kitsapgov.com/purchasing/bids.htm) (www.kitsapgov.com/purchasing/bids.htm). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

CONTRACT TERM

Services are expected to begin December 1, 2017. This will be a one (1) year and may be renewed annually for up to four (4) years. The selected Contractor shall be expected to adhere to Kitsap County's Service Contract Terms and Conditions, as shown in Exhibit B: Draft Contract, including all minimum insurance requirements.

If the Contract is terminated by either party, the Contractor must take responsibility for fluorescent lamps received at the HHW Collection Facility until the end of the ten (10) day termination notice period. The selected Contractor will have thirty (30) days after the end of the termination period to recycle any remaining fluorescent lamps through the end of the Contract and must comply with all conditions of the Contract while doing so.

SELECTION CRITERIA

Selection shall be based on the following:

1. Demonstrated ability to fulfill the responsibilities and requirements as described in the Scope of Work (30 points)
2. Recent relevant experience providing comparable services of similar size and scope (30 points)
3. Service costs, as shown in proposal sheet (Exhibit A) (20 points)
4. Environmental compliance inspections, violations, and corrective actions (15 points)
5. References (5 points)

Should the County determine that interviews are desirable, up to 25 additional points may be granted based on those interviews. Ranking will be made on a total point basis of the proposal and the interview, if conducted.

PROPOSAL SUBMITTAL

Three (3) copies of the proposal must be submitted with the Request for Proposal (RFP) Number, the Date and Time of the Response Deadline, and the Name and Address of the Respondent clearly stated on the outside of the envelope.

Proposals for additional Kitsap County open bid opportunities must be submitted separately. Proposals received after the specified date and time will automatically be rejected and will not receive any further consideration. Postmarked, faxed or e-mailed proposals will not be accepted.

Please submit by mail to:

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

OR

For hand deliver, express or courier:

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

Proposals received after 3:00 pm October 5, 2017 will not be accepted.

All costs for proposal preparation and negotiation incurred by the proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the proposer.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.
2. Rejection of any proposal not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more proposers for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.

EXHIBIT A: PROPOSAL SHEET

**REQUEST FOR PROPOSALS 2017-145
FLUORESCENT LAMP RECYCLING SERVICES**

The undersigned Contractor proposes to furnish Kitsap County all labor, equipment and materials for fluorescent lamp recycling services at the Household Hazardous Waste Collection Facility.

RECYCLED LAMPS	UNIT PRICE <i>(per linear foot, per lamp, etc.)</i>
Recycle – Linear Fluorescent Lamps	
Recycle – Circular Fluorescent Lamps	
Recycle – Compact Fluorescent Lamps	
Recycle – Shielded Fluorescent Lamps	
Recycle – Miscellaneous HID Lamps	
Recycle – Incandescent Lamps	
Recycle – Broken Fluorescent Lamps (drummed)	
Recycle – Metal Halide Lamps	
Recycle – Mercury Vapor Lamps	
Recycle – Neon Lamps	
Recycle – High/Low Pressure Sodium Lamps	
Recycle – Linear Ultraviolet Lamps	

PACKAGING MATERIAL AND SUPPLIES	UNIT PRICE
4' Lamp Box	
8' Lamp Box	
4' Fiber Drum / 85 count	
4' Fiber Drum / 190 count	
8' Fiber Drum / 85 count	

This bid is made in accordance with the published Project Description and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Bidder

Contact Person

Company Name (Print)

Name (Print)

Company Address

Signature

City, State Zip Code

Title

Phone

Email

Fax

Date

Company Tax ID Number

EXHIBIT B: DRAFT CONTRACT

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 _____. The duration of the contract will be for _____ year with annual renewal options for a period of _____ 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: 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:

X 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.

- 7.4 **Pollution Liability.** The Contractor shall carry pollution errors and omissions liability not less than two million (\$2,000,000) each loss, two million dollars (\$2,000,000) aggregate.

- 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 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.

7.6 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 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 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) and Section 17.7 (Miscellaneous – Severability).