REQUEST FOR QUALIFICATIONS
2018-141

Kitsap County Public Works Department,
Solid Waste Division

for

Facility Inspection and Records Review at the
Kitsap County Household Hazardous Waste
Collection Facility

Response Deadline:
Tuesday, August 7, 2018 at 3:00 p.m.
REQUEST FOR QUALIFICATIONS 2018-141

Facility Inspection and Records Review at the
Kitsap County Household Hazardous Waste Collection Facility

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REQUEST FOR QUALIFICATIONS
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Facility Inspection and Records Review at the
Kitsap County Household Hazardous Waste Collection Facility

MANDATORY SITE VISIT: MONDAY, JULY 23, 2018 AT 11:00 A.M.

RESPONSE DEADLINE: TUESDAY, AUGUST 7, 2018 AT 3:00 P.M.

1.0 PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division is requesting Statements of Qualifications from interested firms to complete a comprehensive inspection of the building, infrastructure, and operational records at the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312.

2.0 BACKGROUND

Under the terms of a Solid Waste Handling Permit, Kitsap County Solid Waste Division (the County) operates the Household Hazardous Waste (HHW) Collection Facility, a Moderate Risk Waste Facility regulated by WAC 173-350-360 as enforced by Kitsap Public Health District. The County owns the building on land leased by the Port of Bremerton.

The County would like to assess the condition of the building, infrastructure, and equipment, and conduct a review of facility records. The purpose of the assessment is to provide the County with an independent report of facility conditions and to compare the assessment to information available for comparable facilities’ standards, if available, and in-house routine inspections. Using the results of the inspection, the County will then compare the results to the expected rate of depreciation of the facility and equipment, and budget for replacement of items as needed.

3.0 SCOPE OF WORK

The selected Contractor will conduct a comprehensive on-site inspection at the HHW Collection Facility that includes engineering, structural, mechanical, and electrical features of the buildings, equipment, and site. After completing the inspection and detailed evaluation, the selected Contractor shall determine if there is readily available information, such as industry standards, for similar facilities and operations to compare to the HHW Collection Facility. If available, the Contractor should identify the standards and compare the inspection findings. This should include an analysis of the projected life span of the buildings and components, where applicable and if information is available.
The following tasks are included in this Scope of Work (SOW).

- Task 1: Comprehensive Facility and Site Inspection
- Task 2: Identification and Review of Similar Facilities and Operations
- Task 3: Review of Facility Records
- Task 4: Project Deliverables
- Task 5: Project Management

**Task 1: Comprehensive Facility and Site Inspection**

The inspection shall consist of comprehensive on-site evaluation of buildings, features, site conditions, structures, and equipment to be identified by the County. The facility/feature, inspection type, and minimum items to be evaluated are summarized in Table 1 below. This list includes potential concerns identified from prior inspections and/or County staff observations. In addition to items identified in Table 1, the selected Contractor is encouraged to identify and evaluate other potential deficiencies related to the HHW Collection Facility and its features, structures, equipment, and site conditions.

The inspection shall consist of a comprehensive on-site visual inspection. No confined space entry shall be conducted as part of this SOW. When applicable, standards, codes, and WAC 173-350-360 compliance should be evaluated. Inspection and reporting activities shall be conducted either by or under the supervision and oversight of a Professional Engineer (PE) and/or Architect licensed in the State of Washington.

Upon contract award, the selected Contractor will be provided with a copy of the current HHW Collection Facility Plan of Operations, as well as any other pertinent items.

**TABLE 1: ASSUMPTIONS FOR CONDUCTING ON-SITE INSPECTIONS**

<table>
<thead>
<tr>
<th>Facility/Feature</th>
<th>Inspection Type</th>
<th>Minimum Inspection Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office and Utility Area</td>
<td>• Architectural and structural integrity</td>
<td>• Foundations/floors</td>
</tr>
<tr>
<td></td>
<td>• Electrical</td>
<td>• Building structures, including roof, walls, windows, bathroom, locker room and shower</td>
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<tr>
<td></td>
<td>• Estimated life span (where applicable)</td>
<td>• Wiring</td>
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<tr>
<td></td>
<td>• Plumbing</td>
<td>• Fire alarm panel</td>
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<td></td>
<td></td>
<td>• IT equipment</td>
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<tr>
<td></td>
<td></td>
<td>• Boiler Room</td>
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<tr>
<td></td>
<td></td>
<td>• Insulation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Valves and pipes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Light fixtures</td>
</tr>
<tr>
<td>Facility/Feature</td>
<td>Inspection Type</td>
<td>Minimum Inspection Items</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Warehouse Process Area</td>
<td>Architectural and structural integrity</td>
<td>Building structures, including walls, windows, floor, and ceiling</td>
</tr>
<tr>
<td></td>
<td>Electrical</td>
<td>Safety features</td>
</tr>
<tr>
<td></td>
<td>Estimated life span (where applicable)</td>
<td>Lighting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>General ventilation system</td>
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<tr>
<td></td>
<td></td>
<td>Spot ventilation system</td>
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<tr>
<td></td>
<td></td>
<td>Floor and coating system</td>
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<tr>
<td></td>
<td></td>
<td>Safety shower and eyewash</td>
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<td></td>
<td></td>
<td>Lower Explosive Level (LEL) detection system</td>
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<tr>
<td></td>
<td></td>
<td>Fume hood</td>
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<tr>
<td></td>
<td></td>
<td>Roll-up doors</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Storage mezzanine</td>
</tr>
<tr>
<td>Non-Flammable Storage Area</td>
<td>Architectural and structural integrity</td>
<td>Fire suppression system</td>
</tr>
<tr>
<td></td>
<td>Electrical</td>
<td>General ventilation system</td>
</tr>
<tr>
<td></td>
<td>Estimated life span (where applicable)</td>
<td>Floor and coating system</td>
</tr>
<tr>
<td></td>
<td>Mechanical and HVAC systems</td>
<td>Roll-up doors</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lighting</td>
</tr>
<tr>
<td>Flammable Storage Area</td>
<td>Architectural and structural integrity</td>
<td>Lighting</td>
</tr>
<tr>
<td></td>
<td>Electrical</td>
<td>Roll-up doors</td>
</tr>
<tr>
<td></td>
<td>Estimated life span (where applicable)</td>
<td>Fire suppression system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Floor and coating system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>General ventilation system</td>
</tr>
<tr>
<td>Drive-up and Awning Area</td>
<td>Architectural and structural integrity</td>
<td>Steel columns and concrete footings</td>
</tr>
<tr>
<td></td>
<td>Estimated life span (where applicable)</td>
<td>Roof and support beams</td>
</tr>
<tr>
<td></td>
<td>Lighting</td>
<td>Concrete decking</td>
</tr>
<tr>
<td></td>
<td>Spill containment and permeability</td>
<td></td>
</tr>
<tr>
<td>Fire Suppression Containment System</td>
<td>Architectural and structural integrity</td>
<td>Facility sumps</td>
</tr>
<tr>
<td></td>
<td>Coating system</td>
<td>Containment tank</td>
</tr>
<tr>
<td>Facility Equipment</td>
<td>Estimated life span (where applicable)</td>
<td>Rolling stock equipment</td>
</tr>
<tr>
<td></td>
<td>Mechanical</td>
<td>Forklift-propane</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Forklift-electric</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Latex Bulking Machine</td>
</tr>
</tbody>
</table>
Facility/Feature | Inspection Type | Minimum Inspection Items
--- | --- | ---
Re-use Shed | • Architectural and structural integrity  
• Electrical  
• Estimated life span (where applicable) | • Paint  
• Condition of metal  
• Lighting  
• Upgrade possibilities for winterizing
Roof and Gutters | • Architectural and structural integrity  
• Drainage  
• Estimated life span (where applicable)  
• Weather resistance | • Seals around ventilation and other roof features  
• Roof coating
Site Civil Engineering and Landscaping | • Engineering design and functionality  
• Security considerations | • Stormwater conveyance system  
• Asphalt integrity/road striping  
• Signage  
• Landscaping  
• Lighting  
• Groundwater management  
• Fencing and gates

*Notes: The specific list in Table 1 identifies the minimum items to be evaluated and may not be inclusive of all items to include as part of the comprehensive inspection as defined in this SOW. The selected Contractor is encouraged to identify and evaluate other potential deficiencies. Many of the specific items listed are already on a routine inspection schedule. The selected Contractor will work with County staff to identify these and provide guidance on life span of these units and systems, where applicable, and other considerations not covered under existing inspections, if there is available information.

Photos documenting inspection findings shall be included as part of the selected Contractor’s summary findings report. The summary report should also include a ranking of features identified as requiring follow-up. Project deliverables are described in Task 3

**Task 2: Identification and Comparison of Industry Standards**

Industry standards for facilities and features comparable to the HHW Collection Facility, including the buildings and site, shall be identified and compared to the findings of the inspection and evaluation conducted as part of Task 1. The results of the comparison shall be presented in the project deliverables as described in Task 4.

**Task 3: Review of Facility Records**

Information, records, reports, regulatory compliance, and documentation identified in the current “Household Hazardous Waste Collection Facility Plan of Operations” shall be reviewed for accuracy and completion. As part of this task, a detailed Corrective Action Tracking Form shall be prepared that identifies documentation and information items that need follow up.
Task 4: Project Deliverables

Within 60 days of completing Tasks 1, 2, and 3, a draft report shall be submitted to the County for review and comment. The draft report should include a summary of findings, identification of potential areas of concern, photographs to document significant findings, any pertinent information identified, and itemized asset condition.

The County will conduct a review of the draft report and provide separate report comments to the selected Contractor within approximately 45 days of receipt. The Contractor shall address the County’s comments and submit the final summary report to the County within 30 days of the receipt of County comments on the draft report, unless the County grants an extension. Table 2 below presents the project deliverable schedule and submittal requirements.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule and Due Date</th>
<th>Quantity/Media</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft Findings for Comprehensive Inspection</td>
<td>60 days of Completion of Inspection</td>
<td>1 MS-Word copy</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 PDF copy</td>
</tr>
<tr>
<td>Final Findings for Comprehensive Inspection</td>
<td>30 days of receipt of County comments</td>
<td>1 MS-Word Copy</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 PDF Copy</td>
</tr>
</tbody>
</table>

Task 5: Project Management

Oversight and management of the project activities shall ensure compliance with task requirements as identified in this SOW and the awarded contract. The selected Contractor’s designated Project Manager is expected to be committed to the project for the duration of project activities, unless otherwise approved by the County. The County’s Project Representative shall be notified immediately of any change in key project staff and/or subcontractors that could potentially impact the completion of a task or the project within the approved budget and/or schedule.

Monthly invoices should include a brief project status report to be submitted to the County’s Project Representative in a timely manner. The invoice and project status report can be presented in a format selected by the Contractor and, at a minimum, should include:

- Itemization of costs by task
- Budget status by task
- Estimate of the percent complete of the SOW activities for each task
- Available backup information for invoiced costs
- Brief project status report
4.0 SUBMITTAL AND SELECTION PROCESS

4.1 Mandatory Site Visit

A mandatory site visit will be held on **Monday, July 23, 2018**. The site visit will begin at 11:00 a.m. at the HHW Collection Facility, located at 5551 SW Imperial Way, Bremerton, WA 98312. Directions to the HHW Collection Facility are provided in Attachment A: Site Visit Information.

Photographs are allowed during the site visit. The site visit will involve walking around the HHW Collection Facility grounds, including the facilities and structures, and is expected to take approximately one (1) hour. Closed-toe shoes must be worn by all attendees.

A maximum of three (3) representatives from each potential respondent team are authorized to attend the site visit. In order to plan accordingly, the County requests prospective bidders send notification of their intent to attend the site visit in writing via email by **3:00 p.m. Friday, July 20, 2018**. Notifications should be sent to:

Keli McKay-Means, Projects and Operations Manager
Kitsap County Public Works Solid Waste Division
kmckay-means@co.kitsap.wa.us

4.2 RFQ/SOW Questions

All site visit questions and answers will be transcribed by a County representative and included in an Addendum to be published as described below. If information pertaining to the question is readily available during the site visit, the answer will be provided to all attendees and transcribed as stated above. If information is not available during the site visit, the question will be transcribed as stated above and the answer will be included in the Addendum to be published as described below.

Site visit attendees may also submit additional questions regarding this solicitation and/or the SOW. Additional questions must be submitted via e-mail no later than **12:00 p.m. Wednesday, July 25, 2018**, and should be directed to:

Keli McKay-Means, Projects and Operations Manager
Kitsap County Public Works Solid Waste Division
kmckay-means@co.kitsap.wa.us

Responses to all questions received at site visit and via email will be published as an Addendum to this Request for Qualifications no later than **Monday, July 30, 2018** and posted on the County’s Bid Opportunities website (https://spf.kitsapgov.com/das/Pages/Online-Bids.aspx). 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.

4.3 County Project Representative

The selected Contractor will be required to coordinate inspection date(s) with the County’s Project Representative to ensure full access to the facility. Monthly invoices, project status reports, and project deliverables will also be submitted to the Project Representative.

Kitsap County Project Representative
Keli McKay-Means, Projects and Operations Manager
Kitsap County Public Works Solid Waste Division
614 Division Street, MS #27, Port Orchard, WA 98366
kmckay-means@co.kitsap.wa.us | (360) 337-5665

4.4 Contract Term

The contract term for services awarded through this solicitation shall be through December 31, 2018. The selected Contractor will be expected to adhere to Kitsap County’s contract terms and conditions as shown in Attachment B: Contract for Professional Services.

4.5 Submittal Requirements

Submitted responses to the RFQ must include the following information:

- Letter of Interest;
- Pertinent contact information, including the Proposer’s name, phone number(s), and email address, names of the principal in charge and the project manager, names of the key project staff, and pertinent contact information for any proposed sub-contractors;
- Technical Proposal detailing the Proposer’s understanding of the project, including the tasks to be performed, the issues and needs to be addressed, how you propose to meet the required deliverables, and assumptions to complete the SOW requirements;
- Statement of Qualifications showing the Proposer’s experience conducting similar projects;
- Identification of key staff proposed to work on the project, including names, experience, and qualifications. The Project Manager is expected to be committed for the duration of the project, unless approved by the County;
- Documentation that project activities shall be conducted by or under the direct oversight of a Professional Engineer or Architect licensed in the State of Washington;
- Estimate of hours to complete the proposed project;
- References and pertinent contact information for three (3) similar projects, including a brief description of the project and the project location;
• Copy of the Proposer’s current Certification of Insurance showing evidence of required insurance, as shown in Attachment B: Contract for Professional Services; and
• Any additional information the Proposer feels addresses the selection criteria.

4.6 Selection Criteria

Selection shall be based on the following:

• Understanding of the SOW and proposed project, as demonstrated in the Technical Proposal (35 points)
• Proposer experience successfully completing similar projects (20 points)
• Project Manager experience, availability, and commitment to complete the work (20 points)
• Staff qualifications to conduct the activities per the SOW and proposed activities (10 points)
• Thoroughness and clarity of proposal (10 points)
• Estimated hours to complete the project (5 points)
• Identification of a licensed Professional Engineer and/or Architect to either conduct or oversee project tasks

Should the County determine that interviews are desirable, 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. References identified may be contacted as part of the evaluation process and used to further evaluate submitted responses.

4.7 Proposal Submittal

Four (4) copies of the proposal must be submitted with the Request for Qualifications (RFQ) number, date and time of the response deadline, and the name and address of the Proposer 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 are not accepted.

Please submit by mail to:
Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

Hand deliver to:
Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street,
Port Orchard, WA 98366
Proposals must be received by 3:00 pm on Tuesday, August 7, 2018.

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 proposals 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 Qualifications without issuance of another Request for Qualifications.
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.
ATTACHMENT A: SITE VISIT INFORMATION

DIRECTIONS TO HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY FOR MANDATORY SITE VISIT

The Household Hazardous Waste Collection Facility is located at 5551 SW Imperial Way, Bremerton, Washington 98312, in the Olympic View Industrial Park.

Directions from the North (Silverdale/Bremerton):
Take Highway 3 South into Gorst. Exit right onto Highway 3 South towards Belfair/Shelton. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. Turn right onto SW Imperial Way. The Household Hazardous Waste Collection Facility is located on the northeast corner of SW Imperial Way and SW Barney White Road.

Directions from the South (Tacoma/Gig Harbor):
Take Highway 16 West towards Bremerton/Port Orchard. As you enter Gorst, exit left onto Highway 3 South towards Belfair/Shelton. Follow the exit towards the stop light and turn left onto Highway 3 South. Continue on Highway 3 South towards Belfair. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. Turn right onto SW Imperial Way. The Household Hazardous Waste Collection Facility is located on the northeast corner of SW Imperial Way and SW Barney White Road.

Directions from the East (Shelton/Belfair):
Take Highway 3 North towards Bremerton/Port Orchard. As you approach the Bremerton National Airport, make a left at the light for SW Imperial Way and enter the Olympic View Industrial Park. At the four-way stop, go left onto SW Barney White Road and follow SW Barney White Road to the next intersection with SW Imperial Way. Turn right onto SW Imperial Way. The Household Hazardous Waste Collection Facility is located on the northeast corner of SW Imperial Way and SW Barney White Road.

Directions from the Seattle/Bremerton Ferry Terminal:
Follow the ferry traffic south onto Burwell Street (State Route 304 N). As you emerge from the tunnel, continue on South 304 for approximately 1.5 miles through several traffic lights. Turn left onto N Callow Ave (State Route 304 S) and continue to Highway 3 South toward Belfair/Shelton. As you enter Gorst, exit RIGHT onto Highway 3 South toward Belfair/Shelton. As you approach the Bremerton National Airport, take Exit 28 at SW Barney White Road and enter the Olympic View Industrial Park. At the four-way stop, continue straight through the intersection and follow SW Barney White Road to the next intersection with SW Imperial Way. Turn right onto SW Imperial Way. The Household Hazardous Waste Collection Facility is located on the northeast corner of SW Imperial Way and SW Barney White Road.
ATTACHMENT B: CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT NO. [Contract Number]
Contract for Professional Services

This Professional Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision ("County") and [Contractor Name], a [Contractor Type] having its principal offices at [Contractor Addr] ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of [Contract Length]. 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

2.1 Scope of Work. The Contractor shall provide all “Services” identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.

2.2 Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation) (List Additional Attachments, if any). All such documents are incorporated herein in full by this reference.

2.3 Personnel. Contractor shall have and maintain complete responsibility for its Personnel. "Personnel" means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. Contractor shall promptly remove any Personnel performing Services on request from the County Representative.

2.4 Standards. Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County’s reasonable satisfaction and according to the schedule agreed to by the parties.

2.5 Communication. Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

3.1 Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed $[Contract Amount]. A description of the compensation is provided in Attachment B. Compensation, which is incorporated herein by reference.
3.2. **Invoice.** The Contractor will submit one invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.

3.3. **Payment.** The County will make reasonable efforts to pay the Contractor within 30 days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.

3.4. **Insurance/W-9 Compliance.** All payments are expressly conditioned upon the Contractor’s compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Contractor unless otherwise provided herein.

3.5. **Restrictions.** The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

**SECTION 4. TERMINATION**

4.1. **For Convenience.** The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.

4.2. **For Funding Issues.** If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.

4.3. **Termination for Default.** The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.

4.4. **Procedures.** Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only if Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

**SECTION 5. INDEMNIFICATION**

5.1. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively “Indemnitees”) from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors,
or omissions of Contractor, its Personnel, third parties, or Kitsap County, or anyone
directly or indirectly employed by any of them or anyone for whose acts, errors, or
omissions any of them may be liable. It is the specific intent of the parties that the
Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful
misconduct of the Indemnitees, be indemnified by Contractor from and against any and all Claims.

5.2. With regard to any Claim against any Indemnitee by any of Contractor's Personnel, or
anyone directly or indirectly employed by them, or anyone for whose acts they may be
liable, Contractor's indemnification obligation shall not be limited in any way by a limitation
on the amount or type of damages, compensation, or benefits payable by or for the
Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts,
or other employee benefit acts. Solely for the purposes of this indemnification
provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial
Insurance) and acknowledges this waiver was mutually negotiated by the parties.

5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should
a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then,
in the event of liability for damages arising out of bodily injury to persons or damages to
property caused by or resulting from the concurrent negligence of the Contractor and the
County, its officers, officials, employees, and agents, the Contractor's liability hereunder,
including the duty and cost to defend, will be only to the extent of the Contractor's
negligence.

5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands,
judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever,
including without limitation, all costs including costs of Claim processing,
investigation, reasonable attorneys' fees, consequential damages, and punitive damages,
for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage
to tangible or intangible business or property, including the loss of use. Claim includes any
infringement of copyright, patent, trademark, or other proprietary rights of any third parties
arising out of Contract performance or use by the County of materials furnished or work
performed under the Contract.

5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion
of liability by a third party that may give rise to a Claim by County against the Contractor
based on the indemnity contained herein. Contractor shall respond to the County's tender
of defense of a claim in writing within 14 calendar days from the notice date, and will advise
the County if Contractor accepts or denies tender of the claim. The County may, in its
discretion, withhold all or part of any payment due Contractor under the Contract until
Contractor responds to such notice. Contractor shall keep the County timely and fully
informed through all stages of the defense and promptly respond to and comply with
County's requests for information. The County at all times reserves the right, but has no
obligation to participate in the defense and settlement of any Claim. Such participation
shall not constitute a waiver of Contractor's indemnity and defense obligations under the
Contract. Contractor shall not settle or compromise any Claim in any manner that imposes
any obligations upon the County without the prior written consent of the County. Contractor
shall promptly advise the County of any occurrence or information known to the Contractor
that could reasonably result in a Claim against the County. The violation of any provisions
of this Section, including improper refusal to accept tender, is a material breach.
SECTION 6.  INSURANCE

6.1. **Minimum Insurance Required.** Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than “B”, with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.

6.2. **Professional Liability.** Not less than $1,000,000 per claim and $2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with Contractor’s Services under the Contract. The coverage shall not exclude bodily injury, property damage or 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.

6.3. **Commercial General Liability (“CGL”).** Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.

6.4. **Automobile Liability.**

☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

☐ Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

☐ Not less than $100,000 per occurrence and $300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

6.5. **Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
6.6. **Workers' Compensation and Employer Liability.** If applicable, Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000.

6.7. **Primary Non-Contributory Insurance/Subcontractors.** The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

6.8. **Review of Policy Provisions.** Upon request, Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

6.9. **Waiver of Subrogation.** In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

6.10. **Additional Insured, Endorsement and Certificate of Insurance.** All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than 30 days’ prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.
6.11. **General.** The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer’s liability.

6.12. **Claims-Made.** If Contractor’s liability coverage is written as a claims-made policy, Contractor shall purchase an extended-reporting period or “tail” coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party’s Contract Representative at the address below. 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. Each party will designate a “Contract Representative”, which may be changed by providing 15 days prior notice to the other party.

**County’s Contract Representative**

Name: [County Rep Name]
Title: [County Rep Title]
Address: [County Rep Addr]
Phone: [County Rep Phone]
Email: [County Rep Email]

**Contractor’s Contract Representative**

Name: [Contractor Rep Name]
Title: [Contractor Rep Title]
Address: [Contractor Rep Addr]
Phone: [Contractor Rep Phone]
Email: [Contractor Rep Email]

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

8.1. **Amendment.** No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.

8.2. **Successors and Assigns.** To the extent permitted by law, the Contract is binding on the parties’ respective partners, successors, assigns, executors, and legal representatives.
8.3. **Assignments.** Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.

8.4. **Subcontracts.** Contract shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.

8.5. **Independent Contractor.** Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Personnel. Neither Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

**SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH**

9.1. **Ownership.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.

9.2. **Confidential Information/Breach.** Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County’s prior written consent. In the event of unauthorized access or other security breach, Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County’s discretion.
SECTION 10. REPRESENTATIONS AND RECORDS

10.1. No Fee. Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.

10.2. Licenses, Permits and Taxes. Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

10.3. Compliance. Contractor and its Personnel, and the Services provided by Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, Contractor and its Personnel shall submit to a background check as directed by the County.

10.4. Nondiscrimination. Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.

10.5. Public Records. Contractor acknowledges the Contact and all public records associated with the Contract shall be available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (“Act”). To the extent that public records in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor shall make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under the Contract, whether electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this Section or court order.

10.6. Advertising, Logo. Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County’s prior written consent.
10.7. Audit and Record Retention. Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

11.1. Failure to Perform. If County determines Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within 10 days following notice from the County, the County may, without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.

11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.

11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.

11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to County at law and in equity.

11.5. Right of Offset; Reimbursement. The County will be entitled to offset against any sums due Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to Contractor’s nonconforming performance or failure to perform the Services under the Contract.

11.6. Waiver. Either party’s failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.

11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.
SECTION 12. GOVERNING LAW, DISPUTES

12.1. **Governing Law; Venue.** The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

12.2. **Disputes.** Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s Contract Representative. All decisions of the County’s contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 13. PREVAILING WAGE

[Prevailing Wage]

SECTION 14. GENERAL PROVISIONS

14.1. **Implied Contract Terms.** Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

14.2. **Headings/Captions.** Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.

14.3. **No Party the Drafter.** The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

14.4. **No Third Party Beneficiary.** No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and Contractor.

14.5. **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.

14.6. **Counterparts.** The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

14.7. **Non-Exclusive Contract.** The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
14.8. **Survival.** Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).

14.9. **Entire Agreement.** The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.

14.10. **Authorization.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this ___ day of __________, 20___

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

Print Name

Title

Dated this ___ day of __________, 20___

CONTRACTOR NAME

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Signature

ROBERT GELDER, CHAIR

Print Name

EDWARD E. WOLFE, COMMISSIONER

Title

CHARLOTTE GARRIDO, COMMISSIONER

ATTEST:

Dana Daniels, CLERK OF THE BOARD
ATTACHMENT A
SCOPE OF WORK

Purpose

Objective

Scope

Requirements

Technical Considerations

Schedule/Deliverables

Compliance/Acceptance

Warranties

Support/Maintenance
ATTACHMENT B

COMPENSATION

Payment amount and schedule is set forth below.
ATTACHMENT C

SPECIFIC TERMS AND CONDITIONS