



REQUEST FOR PROPOSAL

2018-149

KITSAP COUNTY SHERIFF'S OFFICE TOWING SERVICES

The Kitsap County Sheriff's Office is seeking proposals from Offerors for Towing Services for County owned and privately-owned vehicles.

REQUEST FOR PROPOSAL INFORMATION

ISSUE DATE: **August 30, 2018**

QUESTIONS DUE: **Tuesday, September 11, 2018 by 4:30 P.M.** (Pacific Time)

ANSWERS DUE: **Tuesday, September 18, 2018**

PROPOSAL DUE DATE: **Tuesday, October 2, 2018 by 3:00 P.M.** (Pacific Time)

PROPOSAL SUBMITTAL ADDRESS

<u>Mailing Address</u>	<u>Hand Delivery, Express or Courier</u>
Kitsap County Purchasing Department RFP No. 2018-149, Towing Services Attn: Colby Wattling 614 Division St., MS-7 Port Orchard, Washington 98366	Kitsap County Purchasing Department RFP No. 2018-149, Towing Services Attn: Colby Wattling 619 Division St., 4 th Floor Port Orchard, Washington 98366

The request for proposal is available at <http://spf.kitsapgov.com/das/Pages/Online-bids.aspx> or by contacting Colby Wattling by email at cwattling@co.kitsap.wa.us.

Questions: All questions are to be submitted in writing via to via email or regular mail to: Colby Wattling at cwattling@co.kitsap.wa.us. For details, refer to the Instructions.

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REQUEST FOR PROPOSAL NO. 2018-149
INSTRUCTIONS

1. GENERAL OVERVIEW

- A. Services. The selected Contractor will provide towing and all related services, including dispatch services, 24 hours per day, 7 days per week, for Kitsap County (“County”) owned and privately-owned vehicles as more specifically described in the Scope of Work (collectively “Services”).
- B. Contract Term. The Contract term shall be five (5) years, unless cancelled or terminated as provided in the Contract.

2. PROPOSAL DUE DATE

Proposals are due **Tuesday, October 2, 2018 by 3:00 P.M. (Pacific Time)**. Proposals not received by the due date and time will be considered late and ineligible for review. Offerors must submit an original “Proposal” plus six (6) hard copies and one (1) electronic copy (CD or USB drive) in pdf format. All Proposals must be signed in ink by the Offeror. Unsigned Proposals may be rejected by the County as incomplete. The Proposal, copies, and all supporting documents must be sealed in an envelope or box with the Offeror’s name and address, RFP name and number, and submittal date clearly identified on the box or envelope. Proposals must be submitted to:

Mailing Address

Kitsap County Purchasing Department
RFP No. 2018-149, Towing Services
Attn: Colby Wattling
614 Division St., MS-7
Port Orchard, Washington 98366

Hand Delivery, Express or Courier

Kitsap County Purchasing Department
RFP No. 2018-149, Towing Services
Attn: Colby Wattling
619 Division St., 4th Floor
Port Orchard, Washington 98366

- 3. ACCEPTABLE FORMATS. Offeror’s electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Offerors wishing to submit files in another format shall submit an inquiry to the County’s Purchasing Agent.
- 4. PROPOSAL CONTENTS. Offerors shall provide all information requested in the Request for Proposal (“RFP”) packet and identify how Offeror will comply with each provision identified in the scope of work. Offerors shall complete, sign and return all Attachments with the Proposal. Proposals shall include the following information:
 - A. COMPANY INFORMATION
 - 1. Offeror’s full legal name and all other names used by the Offeror since company formation, including trade names and assumed business names, and the corresponding dates of use.
 - 2. A complete description of ownership, age, and scope of the Offeror’s company.

3. Provide a detailed organizational chart identifying the organizational structure, including any parent companies, subsidiaries, affiliates and other related entities and controlling equity holders.
4. If Offeror is incorporated, identify the state of incorporation.
5. Identify the location of primary business operation, all storage facilities to be used under the Contract and hours of operation.
6. Identify if Offeror, under any business name, has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding such action.
7. Offerors, composed of multiple organizations and/or Subcontractors, shall designate one entity/party that is legally and financially responsible for compliance with all Contract requirements, communications with the County and receipt of payment. The County will make payment only to the prime Contractor.
8. Identify the name and title of the person authorized to execute the Contract on behalf of the Offeror.

B. KEY PERSONNEL AND SUBCONTRACTORS

1. Identify all entities and Subcontractors that will be providing supplies and/or Services under the Contract, using **Attachment E** (Subcontractor Identification Form).
2. Identify and describe the roles and qualifications of all individuals who will be part of the management team and relevant staff providing Services under the Contract.
3. Identify and describe the business names, titles, roles, responsibilities and qualifications of any outside personnel, such as Subcontractors, Contractor intends to utilize to provide supplies and/or Services under the Contract.
4. Identify if Offeror's proposed Subcontract(s), under any business name, have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding such action.

C. SERVICES

1. Describe any Service enhancements and/cost reductions you would propose if awarded the Contract.
2. Complete and provide the **Attachment B** (Compensation).
3. Provide a sample invoice and statement.
4. Describe how Contractor will manage the Subcontractors and assign responsibilities.
5. For Offeror and Offeror's proposed Subcontractors provide:
 - a. A copy of the Registered Tow Truck Operator license.
 - b. A copy of the Registered Tow Truck Operator Branch license.
 - c. Provide a copy of all Tow Truck Permit for each tow truck to be used to provide Services.

D. REFERENCES

1. Provide three (3) references from entities the Offeror has provided, or is providing, towing services, using **Attachment D** (Contractor Reference and Release Form).
2. Provide three (3) references for each Subcontractor proposed by Offeror to provide Services under the Contract, using **Attachment F** (Subcontractor Reference and Release Form). The references shall be for the same or similar types of services to be performed by the subcontractor under the Contract.

3. Offeror agrees that by submitting a Proposal, the County may contact any entities listed in the Proposal or known to have a previous business relationship with the Offeror and/or its proposed Subcontractors for the purpose of obtaining references relative to past performance and to verify experience and other information submitted by the Offeror. The Offeror agrees to take any actions necessary to facilitate, encourage or authorized the release of such information.

E. PERFORMANCE (ACTIVE AND INACTIVE CONTRACTS).

1. Provide a list of all active and inactive contracts in the past five (5) years in which the Offeror has provided towing services for an entity, including contract which are no longer active. For every contract, provide:
 - a. A complete copy of the contract, contract number, customer's organization name, full address, phone number, email address, and customer's contract representative.
 - b. Identify if the contract is currently active or inactive.
 - c. Identify the contract effective date and termination/cancellation date
 - d. For inactive contracts, identify fully and completely all reasons why the contract ended.
2. Provide a complete list of all closed or pending legal judgments, claims, or lawsuits, against Offeror or its Subcontractors including a summary of the complaint, answer, and final disposition, if closed, in the past five (5) years. Include a copy of the caption and cause number.
 - a. Identify if any closed or pending legal judgments, claims, or lawsuits contributed to any contracts being terminated, or were related to any deficiencies, concerns, failures, non-compliance, sanctions, or monetary off-sets during the contract term.

5. DESCRIPTIVE LITERATURE. Proposals shall include complete manufacturer's descriptive literature regarding the equipment and goods to be furnished and contain sufficient detail to provide a full and fair evaluation of the equipment and goods to be provided.

6. QUESTIONS, CLARIFICATIONS AND ADDENDA. It is the responsibility of the Offeror to examine the entire RFP and seek written clarification from the County regarding any item or requirement that is unclear prior to submitting a Proposal. All questions regarding the RFP shall be submitted to the Purchasing Agent in writing at the email or address provided on the face sheet. Early submission of questions is encouraged. Substantive questions and answers will be posted on the County website at <http://spf.kitsapgov.com/das/Pages/Online-bids.aspx>. Offerors may only rely on written statements issued by the Purchasing Agent. Any oral communications are unofficial and are not binding on the County. Offerors are responsible for obtaining and acknowledging all Addenda on **Attachment A** (Proposal Cover Sheet and Acknowledgement).

7. DEVIATIONS AND EXCEPTIONS. Offeror shall clearly identify all proposed deviations and exceptions on **Attachment C** (Deviations and Exceptions Form). Deviations and exceptions noted elsewhere in the Proposal and not specified on the Deviations and Exceptions Form shall be considered void and not part of the Proposal. Unless identified on the Deviations and Exception Form, the Offeror when submitting a Proposal is deemed to have accepted and agreed to comply with all terms and conditions contained in the RFP and Contract. The County has no obligation to accept any proposed deviation or exception. A deviation or exception may negatively impact an Offeror's susceptibility for award. A Proposal that takes exception or deviation to any material requirement of the solicitation may be rejected.

8. AMENDMENT, RETRACTIONS, AND DELETIONS. The County in its sole discretion, retains the absolute right without penalty or recourse, to amend or retract all or any portion of the RFP prior to the execution of the Contract. Amendments or retractions will be posted on the County website. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. The County reserves the right to add or delete any items from this RFP or resulting award(s) when deemed in the best interests of the County.
9. MODIFICATIONS, WITHDRAWALS, NEGLIGENT PREPARATION. Proposals may be modified or withdrawn prior to the Proposal due date and time. A written request to modify or withdraw the Proposal, signed by an authorized representative of the Offeror, must be submitted to the Purchasing Agent. No Proposal shall be modified or withdrawn after the due date and time. Negligence Preparation of a Proposal confers no right of modification or withdrawal after the Proposal due date and time.
10. LATE SUBMISSION. Offerors are solely responsible for submitting their Proposals at the place and by the time provided in the RFP. Offerors should allow sufficient time to ensure timely receipt by the County. The Offeror assumes the risk for the method of delivery and for any delay in the delivery of the Proposal. All proposals, modifications of Proposals, and withdrawals received after the due date and time specified for receipt will be rejected.
11. COSTS/TAX. Proposals shall specifically include and separately identify all costs and applicable taxes. The County is exempt from federal excise tax, including the Federal Transportation Tax. When applicable, the tax rate and amount shall be identified.
12. PROPOSAL PREPARATION COSTS. The County will not be liable for any costs incurred by the Offeror in preparing, submitting, or presenting a Proposal. Proposals should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
13. WAIVER OF IRREGULARITIES. The County, in its sole discretion, to waive defects, technicalities or irregularities, or re-advertise and solicit new proposals on the same scope of work or on a modified scope of work.
14. NON-RESPONSIVE PROPOSALS. All Proposals will be reviewed by the Purchasing Agent to determine compliance with administrative requirements and instructions. The County may at any time, reject any, all, or any part of any Proposal as nonresponsive for any of the following reasons: incompleteness, submission of deviations and/or exceptions to the RFP, noncompliance with any part of the RFP, or the submission of incorrect, misleading, or false information.
15. OFFER ACCEPTANCE PERIOD. Responses to the RFP, including proposed costs, will be considered firm and remain valid for ninety (90) days from the Proposal due date and time.
16. LATE SUBMISSION. Offerors are solely responsible for submitting their Proposals at the place and by the time provided in the RFP. Offerors should allow sufficient time to ensure timely receipt by the County. The Offeror assumes the risk for the method of delivery and for any delay

in the delivery of the Proposal. All proposals, modifications of Proposals, and withdrawals received after the due date and time specified for receipt will be rejected.

17. NON-EXCLUSIVE CONTRACT. The County retains the discretion to award contracts to obtain the same or similar services that are the subject of the Contract to multiple entities. Contracts resulting from this RFP are not exclusive service agreements. The Contractor may take on other professional assignments while providing Services under the Contract.

18. NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

19. CONFIDENTIALITY. All Proposals and supporting materials submitted in response to this RFP are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and available for public inspection and copying. If an Offeror considers any portion of its Proposal, electronic or hard copy, to be protected from disclosure under Washington law, the Offeror shall specifically identify all information it claims to be confidential or proprietary by clearly making each page and item accordingly. If the County receives a request under the Act to inspect or copy the information that has been identified by the Offeror as confidential/proprietary 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 Offeror of the request and the date that the confidential/proprietary information will be released to the requestor unless the Offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Offeror 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 Offeror to claim any exemption from disclosure under the Act. The County will not be liable to the Offeror for releasing records, even if the records have been marked by the Offeror as confidential and/or proprietary, in compliance with the Act, this section or court order. All Proposals and supporting materials received by the County, become the sole and exclusive property of County and will not be returned.

20. EVALUATION CRITERIA

A. Matters relating to qualifications to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the Proposal will be considered secondary. Actual prices may be used to select successful Offerors and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a Proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed Services.

B. Proposals will be evaluated on the following criteria:

1. The ability of the Offeror to provide the Services based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business and other matters relating to relevant experience.
3. Experience of the individuals assigned to this account.

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

21. CONTENTS. A Proposal shall include the return of all completed and signed Attachments.

22. CONTRACT ORDER OF PRECEDENCE. In the event of a conflict in the provisions of the Services, as accepted by the County and they may be amended, the following shall prevail in the order set forth: 1) request for proposal; 2) professional services contract; 3) documents referenced or included in the RFP; and 4) Proposal as accepted by the County

END OF INSTRUCTIONS

REQUEST FOR PROPOSAL NO. 2018-149
SCOPE OF WORK

ARTICLE 1. DEFINITIONS

- 1.1 The following appreciations and definitions will be used in this RFP, associated documents, and resulting Contract.
- A. “Addenda” means the revision(s) to the request for proposal documents issued by the County prior to receipt of proposals.
 - B. “Attachment” means any item the Offeror is required to submit as part of its Proposal.
 - C. “Contract” means the combination of the request for proposal, instructions, the scope of work, any County clarifications and addenda, the Contractor’s proposal as accepted by the County, the professional services contract, and all attachments, amendments and exhibits referenced herein and therein.
 - D. “Contractor” means the person or entity awarded a contract resulting from this request for proposal.
 - E. “County Tow” means a request from a County Representative to tow a vehicle to County property, and/or provide other ancillary Services.
 - F. “County Representative” means a person authorized to act on behalf of Kitsap County.
 - G. “Contractor” means the contractor and contractor’s personnel, which includes all of Contractors employees, independent contractors, subcontractors, agents and representatives.
 - H. “Impound” means a removal at the direction of a County Authorized Representative, but is at the expense of the private owner, whether the owner is present at the time of removal or not.
 - I. “Offeror” means the person or entity responding to this request for proposal.

- J. "Private Tow" means a request to tow a non-county vehicle, and/or private other ancillary Services, at the expense of a third party.
- K. "Registered Tow Truck Operator" means any person who engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles as defined by RCW 42.55.010.
- L. "Response Time" is defined as the time lapse between the time of dispatch by Kitsap 911 or request by the County and the arrival at the scene by the tow truck.
- M. "Sheriff" means the Sheriff of the Kitsap County Sheriff's Office or his/her designee.
- N. "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.
- O. "Storage Facilities" means any business and vehicle storage location used by the Contractor and its Subcontractors to provide any Services under the Contract.
- P. "Traffic Supervisor" means a supervisor in the Kitsap County Sheriff's Office Traffic Unit.
- Q. "Vehicle" means all instrumentalities capable of movement by means of circular wheels, skids or runners of any kind, specifically including but not limited to all forms of automotive vehicles, motorcycles, buses, trucks, cars and vans, boats and trailers, all forms of trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of persons or objects, and specifically, including all such automobiles, motorcycles, buses, trucks, cars, vans, boats, trailers and mobile homes even though they may be at any time immobilized in any way and for any period of time.

ARTICLE 2. GENERAL REQUIREMENTS

2.1 Vehicle Towing and Removal

- A. All towing and ancillary Services will be provided in compliance with the provisions of Title 46 Revised Code of Washington and Titles 204 and 308 of the Washington Administrative Code. Services will include the following:
 1. Removal, towing, secure storage Services, release and/or disposal (if applicable) of vehicles and equipment in various locations throughout the County that are disabled, wrecked, abandoned, stolen, unlawfully parked (traffic hazards), junked, parked in violation of the law, present a traffic hazard, due to arrest of the driver, for evidentiary purposes or as otherwise directed by a County Representative.
 2. County vehicles shall be towed directly to a County storage facility unless otherwise directed by the County Representative.
 3. If the County is not requesting that the privately-owned vehicle be held for any purpose identified under this Contract, the vehicle should be towed to the location directed by

the owner of the vehicle or the driver of the vehicle, with the rates charged as provided in **Exhibit B** (Compensation) pursuant to the terms of this Contract.

4. Towing and emergency roadside Services for County owned vehicles.
 5. Dispatch for towing Services.
- B. The Contractor may be allowed to partner or subcontract with other contractors to perform these services with the prior written consent of the Sheriff.
- C. The Contractor shall provide the sufficient reliable permitted equipment and Services to meet the Contract requirements and the volume and type of calls at the contracted rates. In no event shall the Contract rates exceed the Washington State Patrol rate schedule. Rate increases may be modified by Local Transportation Index on an annual basis in conjunction with Washington State Patrol rates.
- D. The Contractor shall provide Services and a central dispatch office staffed 24 hours per day, 7 days per week. Contractor shall be available to promptly respond to calls for Services 24/7. The Contractor shall maintain two-way communication equipment and Service between the Contractor's dispatch office and each tow truck used to impound vehicles.
- E. The Contractor shall have a sufficient number of tow trucks of adequate size and sufficient capacity to tow light, medium, and heavy-duty vehicles together with appropriate licensed, trained and qualified personnel to respond to requests for Services within the 30-minute of receipt of the request. Capacity includes the ability to properly tow motorcycles.
- F. An impound or tow request is "received" when Contractor's Services are requested by a County Represented or Kitsap 911. The Contractor must immediately dispatch a tow truck to the specified location and arrive on scene within 30-minutes or less from receipt of the impound/tow request. The Contractor is expected to make reasonable efforts to arrive at the location within the required time frame subject to safety concerns.
- G. Contractor is responsible for obtaining all information necessary, at time of dispatch, to properly determine the appropriate equipment that should be sent to the response site to affect the requested tow. Failure to respond on scene without the proper equipment will be considered a failure to respond within the 30-minute required time frame. No violation of this provision will be found if the failure to bring the equipment was due to insufficient information available to the County Representative or Kitsap 911, or if Contractor is able to get the equipment on scene within the initial 30-minutes.
- H. The Contractor acknowledges that the Contractor's failure to comply with the 30-minute response requirement above will result in injury to the County, and because it will be difficult to estimate the extent of such injury, in the event that the Contractor establishes a pattern of failing to timely respond, the County and the Contractor hereby agree that the County shall deduct from the monthly payment due to the Contractor, as liquidated damages, the sum of fifty dollars (\$50.00) for each time the Contractor fails to perform within the time periods specified above. The County and the Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the

damage resulting from the injury for failure to comply within the 30-minute response requirement and is not a penalty. For purposes of this section, a pattern is established by the Contractor or any of its Personnel failing to respond within 30 minutes on more than three (3) occasions within any 30-day period.

- I. Contractor shall provide a list of all of the equipment that will be available to provide Services to the County under the Contract. Contractor shall further identify if the equipment is owned by the Contractor or its Subcontractors.
- J. The Contractor should be aware that the Services will be used on an “as needed” basis. The County does not guarantee that a minimum number of tows will occur during the Contract term.
- K. Contractor shall perform all towing Services in accordance with automotive manufacturer’s specifications and acceptable industry standards to avoid potential damage. Contractor shall defend, indemnify, and hold the County harmless for any damages sustained during hook-up and/or transporting of vehicles caused by improper towing techniques.
- L. Contractor shall meet with the County on a periodic basis to ensure clear communications regarding tow issues.
- M. Abandoned vehicles should be removed within 24 hours of request at the contractor’s convenience. The Contractor shall respond immediately if the abandoned vehicle is blocking the roadway or is otherwise a traffic hazard.

3.2 SITE CLEAN-UP

- A. The Contractor, when called to an accident scene by the County or private party, shall be responsible for promptly and thoroughly cleaning the accident scene (including street, sidewalk, or parking strip) of all glass, metal, vehicle parts, automotive fluids, spent absorbent, and debris resulting from an accident or collision without extra charge as promptly as is practicable, unless otherwise directed by a County representative. The Contractor shall carry absorbent at all times. Contractor will spread absorbent and/or other materials appropriate to contain and clean the site and prevent further pollution.
- B. The Contractor shall dispose of trash, debris and spent absorbent in a safe and sanitary manner in compliance with applicable law and regulations.
- C. The Contractor shall not begin site cleanup unless and until authorized by the primary law enforcement officer on scene.
- D. The Contractor shall not depart from the scene unless and until they receive prior approval from the primary law enforcement officer on scene and all clean-up has been conducted in a manner sufficient to ensure proper roadway safety.
- E. All cleanup and disposal shall be performed in compliance with all applicable laws, rules and regulations.

3.3 SUBCONTRACTORS

- A. Offerors shall identify all Subcontractors that Offeror intends to utilize to provide Services under the Contract.
- B. All Subcontractor's must be approved by the Traffic Supervisor prior to providing any Services under the Contract. Contractor shall provide a list of all Subcontractors providing Services under the Contract to the Traffic Supervisor. Any additions or deletions to the Subcontractor's list shall be provided to the Traffic Supervisor within 24-hours of occurrence.
- C. Contractor shall oversee and hold Subcontractors accountable for any functions and responsibilities that it delegates. The Contractor shall provide the County with a copy of all contracts related to Subcontractors when any change occurs, or any time upon request from the Traffic Supervisor. The Contractor shall not substitute any Subcontractor without the prior written approval of the Traffic Supervisor.
- D. The Contractor shall ensure that all Subcontractors indemnify and insure the County as required in the Contract. Contractor shall provide proof of Subcontractor insurance in the form of a Certificate of Insurance and endorsement to the County upon request. Further, any actions/omissions of Contractor's Subcontractors remain subject to indemnification by the Contractor as provided in the Contract.
- E. The Contractor shall assure that all Subcontractors meet relevant Service requirements (i.e. competency, training and safety requirements to employees, and physical and communication requirements for Storage Facilities).

3.3 MINIMUM PERSONNEL REQUIREMENTS. Contractor shall ensure that Contractor and all Personnel comply with the requirements of this section.

- A. Contractor will provide the County with sufficient qualified trained and licensed Personnel to provide the County tow Services adequate to handle the volume and variety of calls.
- B. All Personnel providing Services under the Contract shall be qualified, competent, trained, and appropriately licensed and supervised when providing Services under the Contract.
- C. Contractor will provide ongoing training to Personnel regarding towing and related issues.
- D. Contractor will furnish, and maintain on file, current copies of all valid Washington driver's licenses applicable to the equipment being operated for all Personnel performing Services under this Contract.
- E. Contractor will hire, train and supervise all drivers in accordance with the laws of the State of Washington and the rules and regulations of the WSP and the terms of this Contract.
- F. Contractor will operate equipment in a safe and prudent manner, complying with all federal, state, and county laws, rules, regulations and the Contract
- G. Contractor will not be under the influence or impaired by alcohol or drugs (includes prescription drugs and marijuana) while performing Services under the Contract.

- H. Contractor shall be courteous and refrain from using vulgar or profane language or gestures when speaking to the public while performing Services under this Contract.
- I. Contractor will wear reasonably clean uniforms which identify the name of the tow company and the name of individual while performing Services under this Contract.
- J. The County reserves to right to require that Contractor remove personnel from performing Services under this Contract due to any violation of this section or if the performance of the personnel is deemed unsatisfactory by the County.
- K. Contractor will not solicit or suggest a vehicle repair facility or mechanic to the owner or driver of a towed vehicle.
- L. Contractor is prohibited from receiving a commission, referral fee or other compensation from any body shop, insurance company, legal firm, attorney or others in exchange for referring business arising under or resulting from the Services provided pursuant to this contract.
- M. The Contractor shall ensure that all Personnel comply with safety equipment requirements, which includes wearing reflective vests/clothing in compliance with regulatory requirements.
- N. Contractor shall have no convictions for any felony offense or crime of dishonesty (theft, fraud or the equivalent). It is the responsibility of the Contractor to ensure compliance with this provision on an ongoing basis during the Contract term.
- O. The Contractor shall notify the Kitsap County Sheriff Office of new employees (to include Subcontractors) within three (3) business days to the Traffic Supervisor. The Contractor shall annually provide the Traffic Supervisor a complete list of all Personnel, including Subcontractors, by January 15 of each year.

3.4 LICENSING AND COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

- A. Contractor shall maintain as current all applicable federal, state, county and county licenses, certifications, registrations, permits and insurance required for the operation of its business and performance of all Services under this Contract.
- B. Contractor's equipment and Personnel shall maintain all licenses, registrations, permits and insurance as required when providing Services under this Contract.
- C. Contractor warrants that all Services provided under this Contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) as it may be amended or updated throughout the term of this contract.
- D. Contractor shall provide all Services in compliance with all applicable federal, state, and county laws, ordinances, rules and regulations.
- E. Contractor shall follow the directive of the Kitsap County Solid Waste Division as it relates to disposal of vehicles, motor homes, travel trailers, and boats.

- F. All Services shall be performed in compliance with the Contract and the provisions of Chapter 46.55 RCW, WAC 204-91A and WAC 308-61 now in effect and as amended.

3.5 BILLING, COMPENSATION, AND FEES

- A. The County shall pay the Contractor compensation for the Services provided as identified in **Attachment B** (Compensation) as accepted by the County. Such payment shall be the total compensation for all work performed under the Contract; including but not limited to all labor, materials and supplies, incidental expenses, Subcontractor's fees, reimbursable expenses, and equipment expenses.
- B. The Contractor's invoice shall include: 1) the response time to each Service call, 2) the exact time the call was taken, 3) the time Contractor arrived at location of vehicle to be towed or Serviced, 4) the time the towed vehicle was delivered to the assigned destination or Service was completed; and 5) the vehicle description to include the ER&R number, if a county vehicle.
- C. All invoices shall be mailed by the Contractor in a single invoice on a monthly basis to: Kitsap County Sheriff Office, Attention: Towing Program Manager, 614 Division St MS-37, Port Orchard, WA 98366
- D. All payment shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- E. In the event the Contractor fails to pay any taxes, assessments, penalties or fees imposed by a governmental body, including a court of law. In such an event, the County may deduct and withhold, or pay to the appropriate governmental body, those unpaid amounts from the Contractor's total compensation, without further action or notice. This provision also applied to any taxes and fees imposed by County ordinance.
- F. The County Tow Fee shall include all Service required to place the vehicle in a position to be towed and to safely and properly tow the vehicle from the location of the impound to the County's storage facility. The Services provided to private owners are additionally subject to Washington State Patrol Tow rates and restrictions.
- G. Rate Cap Agreements now in effect or hereafter amended, including but not limited to the maximum fee, which may be less than but, shall be no higher than Tow Rate Cap set by the Washington State Patrol for the applicable region. The applicable rate shall be the rate in effect at the time the County or private owner authorized the impound. The impound fee shall apply to "Impounds" and "Private Tows".
- H. The Private Storage Fees shall be quoted as a flat rate for each 24-hour increment after the initial 24 hours of storage included in the impound fee. The Services provided to private owners may not exceed the Washington State Patrol Tow Rate Cap Agreement as now in effect or hereafter amended including, but not limited to, the maximum fee, which shall be no higher than the Tow Rate Cap set forth by the Washington State Patrol for the applicable regions. The applicable rate shall be the rate in effect at the time the County or

private owner authorized the impound. The storage fee shall apply to "Impounds" and "private tows".

- I. For private tows the Contractor shall not leave the impound location with the impounded vehicle if there is a reasonable cause to believe that the owner or a person authorized by the owner is approaching. The Contractor shall release a vehicle if a person provides a reasonable proof of ownership or authorization to operate the car. This shall apply to "impounds" and "private tows". For Private Tows and Impounds, the Contractor may charge a response fee of not more than 50 percent (50%) of the impound fee in the event that a person arrives on scene and properly claims the vehicle after the Contractor has attached a hook to the vehicle and lifted its wheels off the ground, but before the tow truck has left the impound location with the impounded vehicle in tow. The response fee applied to private owners is subject to the Washington State Patrol Tow Rate Cap Agreement now in effect and as amended, including without limitation, the maximum fee, which may be lower than the Town Rate cap, but shall not be higher than the Tow Rate Cap is set forth by the Washington State Patrol for the applicable region. The applicable rate shall be the rate in effect at the County or the private owner authorized the impound.
- J. Towing Services will require Class A, B, C, and E tow truck capabilities as defined in Chapter 204-91A WAC. Towing will mean the use of hook, dolly, flat bed, or any means necessary to provide safe transport of the vehicle at the quoted rate.
- K. Additional tow trucks required at a single scene will be the rate quoted for the Class.
- L. The Contractor agrees to provide rates and Services as proposed to any other County Department/Office if requested.

3.6 RECORDS AND REPORTING REQUIREMENTS

- A. Contractor will utilize a record-keeping system to manage and record the Services provided under the Contract which complies with generally accepted accounting principles.
- B. The Contractor will make available to the County all Service related account records and documents for inspection, auditing or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under the Contract.
- C. Periodic Reports. At the request of the County, the Contractor shall provide the the County with periodic reports pertaining to the work and Services provided under the Contract. The reports shall be provided in the form and frequency requested by the County, at no cost to the County.
- D. Monthly reports. The Contractor shall provide the County with a monthly report containing the following: County's incident number, the description of the vehicle to include ER&R number for county vehicles, date and time of tow, origin, disposition and reason for the tow, date and time of notification to the County, and the name and identification number of the County employee authorizing the tow. The Contractor shall provide records immediately upon the request of the County.

- E. Contractor shall comply with all records reporting and retention requirements set forth in the Contract terms and as required by applicable federal, state, and county laws and regulations.
- F. Contractor shall maintain a master log of all vehicles towed and a record of each vehicle towed pursuant to this Contract, which is easily separated from all other records the Contractor may keep of vehicles towed. The Record shall include, at a minimum, the following information:
 - 1. Location of vehicle at time of hook up
 - 2. Location name and address where the vehicle was taken
 - 3. Name of officer/employee authorizing the tow
 - 4. Name of Contractor personnel providing the Service
 - 5. Date and time of tow
 - 6. Make, model, color and year of vehicle
 - 7. License plate number and State of issue
 - 8. Vehicle Identification Number (VIN)
 - 9. Odometer reading, reflecting the start and end of tow truck mileage from pick up to destination.
 - 10. Law enforcement report number
 - 11. Fees charged
 - 12. Itemized tow and storage billing statement
 - 13. Identify any tow requests with improper dispatch notification

3.8 INFORMATIONAL HANDOUT

- A. Contractor shall create an informational handout which shall be available to provide to owners or drivers of towed vehicles on site. At minimum, the handout shall contain the following information:
 - 1. Specific contract towing and storage rates,
 - 2. Storage rates
 - 3. Business hours,
 - 4. Telephone number for business hours and after hours,
 - 5. Release procedures,
 - 6. Proof of ownership documents required for release,
 - 7. Procedures that apply to private towing including procedures to be followed in the event that the target location is not available,
 - 8. Acceptable forms of payment, which shall be cash, credit cards and checks, and
 - 9. Name and telephone number of Contractor's insurance company

3.9 STORAGE FACILITIES, VEHICLE RELEASE, HEARING

- A. The Contractor shall prominently display at all Storage Facilities and cashier's stations a sign disclosing all current rates for towing, storage fees and other Services provided.
- B. Owner's vehicle shall be freely available for other tow operators to remove from Contractor's storage yard, provided only that Contractor's authorized towing and storage fees be paid and arranged.
- C. The County reserves the right to inspect all Storage Facilities used by the Contractor to

provide Services under the Contract.

- D. The Storage Facilities shall be kept surfaced, graded, drained, lighted, and free of obstacles and hazards in a manner satisfactory to the County at all times, so that persons redeeming Impounded vehicles have reasonable safe and convenient access to vehicles.
- E. The Storage Facilities lots shall be arranged as to allow vehicles to be moved into and from such areas without undue congestion.
- F. Contractor shall provide adequate security at its Storage Facilities to prevent loss or damage to impounded vehicles and their contents. All vehicles shall be handled and returned in substantially the same condition as they were immediately prior to be towed, as required by Chapter 46.55 RCW, as now or hereafter amended. All Storage Facilities shall have site obscuring screens and fences at all times in accordance with WAC 308-61 and applicable codes. When an attendant is not on the premises, Storage Facility gates must be securely locked. Fences shall be secure to prevent entry.
- G. All Storage Facilities shall be zoned according to planning and land use requirements.
- H. The Contractor shall not store an impounded vehicle on a public street or any public property for any length of time
- I. The Contractor shall fully cooperate in any court or administrative proceeding regarding the Services provided under this Contract, including without limitation disputes regarding the impound procedures, process and/or fees. The Contractor shall, upon request, make available for such court, or hearing examiner, any books, records, or personnel under its control to furnish evidence as requested.

3.10 ABANDONED PROPERTY

- A. An impounded vehicle deemed to be abandoned may be sold by the Contractor in accordance with the notice and sale procedure, as provided by state law, rules, and regulations.
- B. The Contractor shall be solely responsible for losses, damage, or other claims that result from the sale of any abandoned vehicles. The Contractor shall not charge any person who redeems a vehicle for the vehicle's sale or any costs incurred in preparing the vehicle for sale.
- C. All personal belongings and contents in the vehicle shall be available for return to the vehicle's owner or agent during normal business hours upon request and presentation of proper identification. Personal items not claimed before the auction, shall not be sold at auction to fulfill a lien against the vehicle, but shall be turned over to Kitsap County Sheriff's Office for disposal, unless otherwise provided in RCW 46.55.090.

END OF SCOPE OF WORK

EXHIBIT A
Contract NO. 2018-_____
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. 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. 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 for 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 "8", 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, property damage, 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 \$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.

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.

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. Contractor 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 Contract 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 Off-Set; 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

- 13.1 Pursuant to Chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023, the Contractor shall pay not less than the prevailing

rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site.

- 13.2 For contracts greater than \$2,500, a “Statement of Intent to Pay Prevailing Wages: (hereinafter “Statement of Intent”) must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An “Affidavit of Wages Paid” must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
- 13.3 For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor shall submit an “Affidavit of Wages Paid” to the County.

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__

Dated this ____ day of _____, 20__

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

SIGNATORY NAME

SIGNATORY TITLE

Print Name

Title

Dated this ____ day of _____, 20__

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
RFP No. 2018-149
PROPOSAL COVERSHEET AND ACKNOWLEDGEMENT

1. Offeror's Information

Legal Name of Offeror: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: __ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (*check one*): Corporation, Partnership

Limited Liability Partnership, Joint Venture, Non-Profit, Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____

State Industrial Account Identification Number: _____

Primary Contact Person Information:

Name / Title: _____

Telephone No. (____) _____ Alternate No. (____) _____

Email Address: _____ Fax Number: _____

2. Did an outside individual/agency assist with the Proposal preparation? Yes No

If yes, please describe: _____

3. Receipt of Addenda. Offeror acknowledges receipt of the following Addenda, if any.

Addendum No. ____, Dated ____; Addendum No. ____, Dated ____;

Addendum No. ____, Dated ____; Addendum No. ____, Dated ____;

4. In submitting this Proposal, Offeror represents that Offeror has read all solicitation documents, understands them and desires to submit this Proposal to Kitsap County.
5. Offeror certifies that if awarded a Contract, Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the Contract documents and will comply with the minimum insurance requirements.
6. The undersigned certifies that he/she is authorized, offers, and agrees to provide the Towing Services in accordance with the Contract documents; that the information contained in the Proposal are true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the Proposal and terms of the solicitation.

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

**ATTACHMENT B
RFP No. 2018-149
COMPENSATION**

COUNTY VEHICLE TOW RATES

Vehicle or Service	Maximum Rate
Class A & E Vehicle Towing Fee - Includes sedans, pickups, and vans under 10,000 GVWR	\$_____ per hour
Class B (1) Towing Fee: Includes dump trucks and heavy equipment between 10,000 and 16,000 GVWR.	\$_____ per hour
Class B (2) Towing Fee: Includes trucks and heavy equipment over 16,000 GVWR	\$_____ per hour
Class C Towing Fee: Includes dump trucks, and other vehicles over 30,000 GVWR	\$_____ per hour
Class E Towing Fee: Includes motorcycles, equipment, and other vehicles needing a flatbed under 10,000 GVWR	\$_____ per hour
Class E (Super) Towing Fee: Includes equipment and vehicles needing a flatbed over 10,000 GVWR	\$_____ per hour
Class S-1	\$_____ per hour
Roadside Assistance: Includes tire changes, jump starts, lockouts, and gas delivery on patrol cars and smaller fleet vehicles	\$_____ per hour
Storage Rate (per day)	\$_____ per hour
Hourly Rate	\$_____ per hour
Other:	\$_____ per hour

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

PRIVATE CITIZEN VEHICLES TOW RATES

Vehicle or Service	Maximum Rate
Class A & E Vehicle Towing Fee - Includes sedans, pickups, and vans under 10,000 GVWR	\$_____ per hour
Class B (1) Towing Fee: Includes dump trucks and heavy equipment between 10,000 and 16,000 GVWR.	\$_____ per hour
Class B (2) Towing Fee: Includes trucks and heavy equipment over 16,000 GVWR	\$_____ per hour
Class C Towing Fee: Includes dump trucks, and other vehicles over 30,000 GVWR	\$_____ per hour
Class E Towing Fee: Includes motorcycles, equipment, and other vehicles needing a flatbed under 10,000 GVWR	\$_____ per hour
Class E (Super) Towing Fee: Includes equipment and vehicles needing a flatbed over 10,000 GVWR	\$_____ per hour
Class S-1	\$_____ per hour
Roadside Assistance: Includes tire changes, jump starts, lockouts, and gas delivery on patrol cars and smaller fleet vehicles	\$_____ per hour
Storage Rate (per day)	\$_____ per hour
Hourly Rate	\$_____ per hour
Other:	\$_____ per hour

Offeror’s Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

**ATTACHMENT C
REQUEST FOR PROPOSAL NO. 2018-149
DEVIATIONS AND EXCEPTIONS FORM**

OFFEROR'S NAME: _____

Offerors shall indicate all deviations and exceptions taken to the RFP, Scope of Work and Contract documents. Unallowable or questionable deviations and exceptions may cause a Proposal to be non-responsive. Deviations and exceptions noted elsewhere in a Proposal, and not specified on this form, will be considered void and not part of the Proposal. Specifically describe all deviations/exceptions taken (<i>attach additional pages if needed</i>):			
Deviations/Exceptions (<i>check one</i>):			
<input type="checkbox"/> No deviations or exceptions. By checking this box, the Offeror acknowledges that there are no deviations/exceptions to this solicitation.			
<input type="checkbox"/> Deviations/Exceptions taken.			
REFERENCE TO			DESCRIPTION
Page No.	Article	Subsection	
p. 23	2.1	1.c.	<i>Offeror takes exception to...</i>

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of ____ 20____

**ATTACHMENT D
REQUEST FOR PROPOSAL NO. 2018-149
CONTRACTOR REFERENCE AND RELEASE FORM**

OFFEROR'S NAME: _____

Provide at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period, who can verify Offeror's experience and ability to perform the type of service listed in the request for proposal.

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided to obtain information about the Offeror for purposes of the RFP.

Signed: _____ Title: _____ Date: _____
(Authorized Signature of Offeror)

**ATTACHMENT E
REQUEST FOR PROPOSAL NO. 2018-149
SUBCONTRACTOR IDENTIFICATION FORM**

1. Offeror's Name: _____

Offeror will perform all Services under the Contract.

Offeror will utilize Subcontractors to provide Services under the Contract. If yes, Provide all information requested in section 2 below:

2. Provide the information below for every Subcontractor that may be utilized Contractor to provide Services under the Contract.

Business Name:
Address:
Telephone No. and Email Address:
Service(s)/items Provided:
Contact Person:

Business Name:
Address:
Telephone No. and Email Address:
Service(s)/items Provided:
Contact Person:

Business Name:
Address:
Telephone No. and Email Address:
Service(s)/items Provided:
Contact Person:

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated: _____, 2018

**ATTACHMENT F
REQUEST FOR PROPOSAL NO. 2018-149
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

SUBCONTRACTOR'S NAME: _____

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period, who can verify your experience and ability to perform the type of service listed in the request for proposal.

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

REFERENCE CHECK RELEASE STATEMENT

Offeror's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated: _____, 2018