



## **REQUEST FOR PROPOSAL 2020-107**

### **Kitsap County Department of Administrative Services, Risk Management Division For Risk Management Information Software**

**RFP ISSUED: January 29, 2020**

**WRITTEN QUESTIONS DUE DATE: February 14, 2020 at 12:00 P.M.**

**ADDENDUM DUE DATE: February 18, 2020 at 3:00 P.M.**

**RESPONSE DEADLINE: February 25, 2020 at 3:00 P.M.**

**DEMONSTRATIONS (If conducted): To be determined**

#### **1. PURPOSE AND OVERVIEW**

The Kitsap County Department of Administrative Services, Risk Management Division, is seeking Proposers from whom it may purchase a Risk Management Information System (RMIS). Services are intended to assist Kitsap County staff in tracking, reporting, and analyzing risks and incidents for Kitsap County (County). The County is primarily interested in Software as a Service (SaaS) or a hosted solution but would be open to hosting a solution if it is materially beneficial to the County.

#### **2. INTRODUCTION AND PROGRAM HISTORY**

The Risk Management Division is seeking proposers from whom it can purchase a hosted or Software-as-a-Service (SaaS) RMIS to replace its existing solution (a blend of COTS and homegrown software).

With a population of 267,000 residents and founded in 1857, the County is located on the Kitsap Peninsula in Washington State across the Puget Sound from Seattle. It comprises a total land mass of 393 square miles. The County occupies a unique portion of the State of Washington, directly between the urban areas of Seattle and Tacoma and the Olympic Mountains. It is bounded by Hood Canal on the west, Puget Sound on the east, and Mason and Pierce Counties to the south. While the County is ranked as the 36th largest county in Washington, it is the 3rd most densely populated county in the state. The county seat is located in the City of Port Orchard and unincorporated Kitsap County is governed by three elected County Commissioners and several elected officials. County Government provides the following services, public works and utilities, parks and recreation, community development, law enforcement and corrections, judicial and courts, juvenile services, emergency management services, and a multitude of government administrative services.

The Risk Management Division operates within the Department of Administrative Services and reports to the County Administrator and the Board of County Commissioners. The Administrative Services Division is responsible for Budget, Procurement, Payroll, Public Defense, and Risk Management.

### 3. DIVISION STRUCTURE

The Risk Management Division manages four distinct programs: Property and Casualty, Worker's Compensation, Safety and Health, and Records Management. The Risk Management Division's mission is to protect the County against the financial consequences of accidental losses which are catastrophic in nature, and to preserve County assets and public service capabilities from destruction or depletion; to minimize the total long term cost to the County of all activities related to the identification, prevention and control of accidental losses and the consequences; and to assist departments in the establishment of a safe work environment in which employees, as well as members of the general public, can enjoy safety and security in the course of their daily activities

The Risk Management Division is assigned Kitsap County's responsibilities of guiding the organization through loss prevention and loss control initiatives, insurance claims administration, purchasing insurance, monitoring losses and reserve funding, claims investigation, training, and records management. Risk Management consists of six team members that provide these services to nine Elected Offices and County Departments with over 1200 employees and approximately 150 owned and leased buildings, facilities and structures. Additional information about the Division of Risk Management is available at <https://www.kitsapgov.com/das/Pages/Risk-Management.aspx>.

Kitsap County General Liability claims are self-administered, and the County maintains a self-insured retention of \$500,000. Workers' compensation insurance claims are administered by a third-party administrator with self-insured retention of \$500,000/\$750,000. Property coverage is administered in house, per internal administrative procedure, until the \$50,000 deductible is met. Other coverages such as pollution, volunteer, and cyber liability vary regarding administration, coverage and retention. The County annually receives on average 800 contractor insurance certificates and over 1,000 contracts, and reports the following claim detail:

- Logged an annual average of 150 incidents, resulting in an annual average of 85 workers' compensation claims with annual average losses exceeding \$1 million.
- Logged an annual average 75 liability claims, with annual average losses approximately \$400,000.

The current insurance programs include:

#### A. LIABILITY

The County's current liability insurance program provides for \$25 million in coverage. Coverage includes Auto Liability, General Liability, Law Enforcement Liability, Errors or Omissions Liability, and Employment Practices Liability. Coverage is written on 100% occurrence form. The County maintains a \$500,000 self-insured retention. Liability policy expires 12/31/2020

#### B. PROPERTY

The County's property insurance program provides coverage to property with insured scheduled values totaling approximately \$307,875,331. Total all risk limit

coverage up to \$250,000,000. Cyber liability coverage of \$2 million is provided by the Property policy. In addition, the County purchases an additional \$3 million in cyber liability coverage.

**C. WORKER'S COMPENSATION**

The County's excess worker's compensation policy provides for excess coverage up to the statutory limits required by the State of Washington. The County maintains a \$500,000/\$750,000 self-insured retention for workers compensation and the excess policy provides for coverage in excess of the retention.

**D. EMPLOYEE CRIME & FIDELITY**

The County currently obtains an employee crime/fidelity with \$1million coverage.

**E. MISCELLANEOUS POLICIES**

The County procures miscellaneous policies including but not limited to: Drone Liability, Fiduciary Liability, and Volunteer Liability.

**F. BONDS**

The County procures public official bonds, notary bonds, and surety bonds as needed for various contracts.

**4. GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS**

The County seeks to achieve the following goals by implementing a RMIS: Improved accuracy in loss and incident data collection

- Improved ability to analyze loss data for prevention practices and risk financing
- Improved loss reporting to departments for identifying trends or spikes in losses
- Safety program administration capabilities
- Automate and simplify reporting capabilities
- Identify, categorize, and prioritize risk exposures
- Ability to self-administer property loss claims, giving better service to departments
- Ability to provide insurance policy gap analysis
- Increased accuracy in contractor certificate insurance tracking by reducing opportunities for manual data input errors
- Single system management tool

**5. FUNDING**

The Risk Management Division has budgeted for the software, hardware and implementation costs associated with this solicitation.

**6. SCOPE OF SERVICES**

The desired software solution is expected to support all of the key functions of the Risk Management Division including standard functionality for any RMIS. Unique/additional features will be considered on a case by case basis. The expected scope of work includes the software and the implementation services, including data conversion, training, configuration assistance, and potential development of custom interfaces. A detailed scope of work will be developed once this solicitation is awarded. The county reserves the right at time of contracting to select which functionalities outlined in the solicitation are necessary to be purchased and implemented. The intent of this

solicitation is to evaluate all general and industry standard functionalities available to the County for a RMIS.

## **7. GENERAL VENDOR INFORMATION**

- Proposer Name
- DBA Names
- Company Headquarters Address
- Local/Product Site Address
- Website
- Primary Point of Contact
- Secondary Point of Contact
- Office Phone Number
- Mobile Phone Number
- Email Address
- Year of Incorporation
- Primary Area of Business/Expertise
- Gross Revenue for FY 2018 or FY 2019, if available, in US dollars
- Provide a brief overview and history of your company
- How many developers and analysts would be dedicated to this product?
- What is the annual R&D budget for this product?
- How many live installations currently in the public sector?
- How many implementations of this product has your organization performed?
- Of these, how many were for public sector entities?
- Provide a least three references for public sector entities using a system similar to what is requested in this RFP. References must include agency name, mailing address, contact information, years using the system, and the programs/modules in use.
- How many employees/consultants do you have who are experienced implementing this product?
- Does this product require subcontractors to implement and/or provide post-installation support? If so, provide a list of subcontractors utilized.
- When did your company release its first RMIS to the market?
- How do you address ever-changing related laws/requirements?
- How often does your company conduct regular audits or assessments of your privacy program and policy?
- Provide a list of all litigation (regardless of disposition or status) involving the Proposer as plaintiff or defendant within the past five years.

## **8. SOFTWARE AND SYSTEM DETAILS**

### **8.1 System Security**

- Claim information includes Personally Identifiable Information (PII); do individuals with access to the database regularly attend and successfully complete training? How often?
- Describe your company's incident detection process. How quickly will the County be notified of an incident affecting County data? What is the notification process in the event of a potential and confirmed data breach?
- Will subcontractors be used for this project?

- If yes, identify the roles and responsibilities of each proposed subcontractor and describe the process for subcontractor management and oversight.
- If utilizing subcontractors:
  - a) Are non-disclosure agreements in place and current for each subcontractor?
  - b) What services are provided by the subcontractor(s)?
  - c) What level and frequency do your subcontractor(s) have access to data contained in the system?
- Does your company assess technical security controls? If so, what methods are used? Are assessments conducted in house or outsourced to a third party? How are the results utilized, addressed and protected?
- Describe your Service Level Agreement. What is your system availability/up time guarantee?
- Does your company provide a sandbox environment?
- How often does your company release product updates or upgrades?
- What is your process for communicating and implementing system patches, upgrades and other maintenance requirements?
- Does your company utilize its own servers or does it use a hosted solution?
- Describe how security vulnerabilities are addressed.
- Describe the data back-up process.
- Provide a brief description of your security protocols/architecture.
- How does the system support encryption of information in transit and at rest?
- Identify the nature and scope of data backup.

## 8.2 System Functionality

### General:

- Provide a detailed description of the proposed solution. Include a list of the proposed solution's software components with an outline of the major functions and features for each module.
- Provide a comprehensive list of the responsibilities of the Proposer, the Risk Management Division, and the County Information Services Department, specifying the limit of the roles and responsibilities of each, if any.
- Describe how the proposed solution handles the following functionality (Be sure to include examples, illustrations and diagrams as appropriate):
  - Incident/Claim Intake
  - Claims administration
  - Policy management
  - Exposure tracking
  - Incident and Claim reporting
  - Litigation management
  - Property tracking
  - Property loss control/risk control
  - Standard reporting
  - Ad hoc report writing
  - Advanced reporting
  - Fleet tracking

- Tracking Certificates of Insurance
  - Reserve setting
  - Diary entries and updates
  - Payment procedures/Vendor 1099/Claim expenses/Check writing
  - Document management
  - Mail merge
  - Automatic notifications/correspondence
  - Custom fields
  - Adjuster notes
  - Workflow and Tasks
- Identify all of the line of businesses available with the solution

### **8.3 Administration**

- Does the proposed solution provide a multi-level delegation of authority? If so, how many levels?
- Does the proposed solution provide a means of configuring company organizational structure and business process as needed by the County?
- Does the proposed solution provide the ability to search records by historical data, i.e. previous name?
- Does the proposed solution provide for single sign on capability?
- Can the proposed solution be configured to prevent the transmission of selected documents such as medical records?
- Can the proposed solution be configured to encrypt all outgoing email from the system?
- Does the proposed solution have electronic signature capability? If so, is a third-party product required?
- Does the proposed system track or allow for recording of employee safety incidents and loss control measures implemented?
- Does the proposed system have the ability to track employee safety training, certifications, and driver's license information?

### **8.4 Claim Management**

- Describe the claimant master data the proposed solution manages.
- Does the proposed solution have the ability to invoice at-fault party and create payment coupons?
- Can an event/incident be entered in the system even if it never becomes a claim?
- Does the proposed solution support OSHA reporting? If so, how are changes in reporting requirements handled?
- What mandatory reports can be generated by the proposed solution?
- What other functionality does the proposed system have for 1<sup>st</sup> Party Property Claims and 3<sup>rd</sup> Party Liability Claims that has not been already covered?
- Does the proposed system separate internal vs. external claims? If so, please describe.

### **8.5 User Experience**

- Describe the proposed solutions ability to create dashboards, graphs, etc.
- Does the solution allow the user to configure their home screen?

- Does the proposed solution provide the ability to track how long claims have been open? If so, can it also track claims that have been re-opened?
- What are the proposed solutions search capabilities?
- How does the proposed solution support anonymous data entry (i.e. web forms)?
- Does the proposed solution allow for end user configuration of data entry templates?
- Is the proposed system accessible from standard web browsers without the installation of plug in or additions by the end user?
- Describe the proposed solutions usability features, such as wizards, links, tools/tips etc.
- Describe the mobile capabilities and OS platforms in the marketplace.
- Does the proposed system validate street addresses as information is entered?
- Does the proposed solution provide offline capability? If so, describe how this works.
- Does the proposed solution provide the ability to bundle all claim information, including attachments, into a file to send via email?

#### **8.6 Finance**

- Does the proposed solution provide the ability to print/void checks? If so, how does the proposed solution handle check reprints (i.e. printer jams)?
- Does the proposed solution provide the ability to pay bills for claims in a “Closed” status? If so, please explain.
- How does the proposed solution track and export 1099 data (i.e. multiple entities with the same tax ID number)?
- Describe the proposed solutions ability to track claims costs.
- Does the proposed solution have the ability to invoice an at-fault party and create payment coupons?
- Describe the proposed solutions ability to keep a detailed payment history and reconciliation feature.
- Does the proposed solution have the ability to notify the end user when at-fault party payments are in arrears?
- Describe how the proposed solution tracks uncollectable debt.

#### **8.7 Document Management**

- Describe the proposed solution ability to attach documents to claims and events.
- Describe how the proposed solution preserves metadata.
- Does the proposed solution allow for text search within the body of the document attached to the system?
- Describe the proposed solutions ability to apply retention requirements according to business rules.
- Does the proposed solution provide the ability to track insurance certificates? If so, does the proposed solution provide an alert to the end user of upcoming expirations?

## **8.8 Workflow**

- Does the proposed solution allow for configuration of workflow? If so, what methods can be utilized for this task (i.e. rules-based routing, sequential and parallel routing)?
- Does the proposed system allow for a workflow to be assigned to an individual document?
- Does the proposed solution provide the ability to create and assign tasks? Can the end user assign tasks to others?
- Does the proposed solution provide triggers? If so, what types?
- Does the proposed solution support multi-path branching in workflows?

## **8.9 Integration**

- Describe the proposed solutions ability to integrate with other cloud based solutions.
- Describe the proposed solutions ability to integrate with Microsoft Office, , IOS, Google, mobile devices, and SFTP transfer protocols.
- Describe your approach to data conversion.
- Describe the proposed solutions ability to interface with external systems such as web services.
- Is your firm willing to work with a System Integrator of County choosing?

## **8.10 Implementation, Training, and Support**

- Provide a project plan that covers all major activities and dependencies necessary to completion of the project.
- Describe the recommended staffing that the County should provide in order to ensure a successful implementation.
- Identify the major risks associated with implementing the proposed system and describe the actions you would recommend minimizing them.
- Describe the training your company provides to support your proposed solution.
- Describe how the end user will get support with browser compatibility and configuration issues.
- Describe your company's recommendations for delivering the training.
- Is there an online knowledge base or customer support forum?
- Does the proposed system interface with other software platforms such as Workday Finance, NeoGov, or Halogen? If so, were challenges encountered in the process and how were those challenges met?
- All training costs should be identified.

## **8.11 Pricing**

- Provide an outline of your product pricing structure.
- What is the base cost to utilize your platform and minimum capabilities that base cost provides?
- What modules does the proposed system offer as additional purchases that may be of interest to the County, given the information provided in this proposal?
- Provide the price for a three year period including any escalation provisions.



**9. CONTRACT NEGOTIATION**

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. The County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

**10. CONTRACT AWARD**

Through this RFP process, the County is seeking to award one contract. The Contract will be awarded through competitive negotiation to the most responsive and responsible Proposer with a proposal offering a comprehensive RMIS most advantageous to the County based on an evaluation of the proposals that best meet the criteria and factors described in this RFP.

The County reserves the right to make awards by items, groups, classes, as a whole, or not at all, if deemed to be in the best interest of the County

The County reserves the right to select Proposers who have submitted a proposal based on the Proposer's ability to best meet the County's programmatic needs. In the event there are several suitable proposals, the County may elect to have the top proposers host a webinar to demonstrate the RMIS features. The County will forward a script that describes features of the software to be demonstrated.

**The County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.**

**11. CONTRACT TERM**

**Fixed term with options.** The contract term shall be three (3) years. The County shall have the option to renew this contract for two (2) additional one (1) year period(s).

**12. COMPENSATION AND METHOD OF PAYMENT**

Compensation method for services, software, support/subscriptions, etc. will be subject to negotiation once the County has selected a Proposer.

**13. OPTIONAL DISCUSSIONS AND BEST AND FINAL OFFER (BAFO) PROPOSALS**

The County may, at its sole discretion, engage in oral or written discussions with some or all Proposers regarding their Proposals. The County may conduct discussions for the following purposes:

1. Identifying content considered deficient;
2. Seeking additional information or clarification; or
3. Any other purpose to permit the County to obtain the best Solution.

## 15. QUESTIONS

Questions regarding this solicitation may be submitted by e-mail no later than **12 p.m. on February 14, 2020**, and should be directed to:

Vicki Martin, Buyer [vmartin@co.kitsap.wa.us](mailto:vmartin@co.kitsap.wa.us)

Responses to all questions received via email will be published as an Addendum to this Request for Proposal and forwarded to all bidders.

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.

## 17. PROPOSAL REQUIREMENTS

Written proposals must be limited to 15 pages front and back. Submitted proposals should include the following information:

- Letter of Interest
- Coversheet containing pertinent contact information
- Proposal shall be limited to 15 pages front and back.
- Statement of qualifications showing the Proposer's experience providing similar services
- An itemized project budget, including a breakdown of initial software costs, annual fees, installation and support service charges
- References and current contact information for at least three (3) customers of similar size and scope to Kitsap County
- Description of the software that meets the requirements above including approach and schedule for implementation.
- Copy of Proposer's current Certificate of Liability Insurance showing evidence of proper insurance, including required levels as shown in Exhibit B: Sample Contract
- Copy of the Proposer's current Washington State business license
- Any additional information the Proposer feels addresses the selection criteria

## 18. NOTICE TO CONTRACTORS

All work shall be in accordance with the above specifications and other contract documents as administered by Kitsap County Public Works. Contractors for this project must comply with all applicable government and local agency requirements, including the Washington State Prevailing Wage Rate Law (Chapter 296-127 WAC).

Proposer must be a licensed business and submit a copy of their valid Washington

State business license and a copy of their current Certificate of Liability Insurance.

**19. PREVAILING WAGE**

Workers of all contractors, subcontractors and lower tier subcontractors on all County public work projects, as defined by RCW 39.040.010, shall be paid the “prevailing rate of wage” including “usual benefits” in kind and not by a cash payment in lieu of such usual benefits, as those terms defined by Chapter 39.12 RCW.

It is understood that the successful Contractor is responsible for obtaining and completing all required government forms and submitting them to the proper authorities.

**20. PROPOSAL SUBMITTAL**

Two (2) copies of the proposal must be submitted with the Request for Proposal (RFP) Number, the date and time of the response deadline and the name and address of the respondent clearly stated on the outside of the envelope.

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

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

**OR**

Hand deliver to:  
Vicki Martin, 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, February 25, 2020**

All costs for proposal preparation and negotiation incurred by the Proposer, whether they lead to execution of a contract and agreement with the County, must be borne entirely and exclusively by the Proposer.

The County reserves the right to obtain clarification of any point in a vendor’s proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor’s proposal.

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

1. Rejection of any or all proposals.
2. Rejection of any proposal not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.

4. Cancellation of this Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the proposer in order to complete evaluation by the County.
7. Determination to select one or more proposers for attempted negotiation of a final contract(s). Decisions made by the County will be final.

#### QUESTIONS, ADDENDA

Written questions will be accepted until the date identified on the face sheet. Questions shall be directed to the Purchasing Agent, Vicki Martin, at the address above or [vmartin@co.kitsap.wa.us](mailto:vmartin@co.kitsap.wa.us). The County is not obligated to respond to questions received after this deadline. 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 not binding on the County.

Offerors are responsible for obtaining and acknowledging receipt of all Addenda on Appendix A (Proposal Cover Sheet and Acknowledgement). Offerors are prohibited from contacting other employees from the County or our agency partners regarding this RFP. Offerors violating this provision risk elimination.

It is the responsibility of the Offeror to examine the entire RFP and any addenda and seek written clarification from the Purchasing Agent regarding anything that is unclear prior to submitting a Proposal. Offerors submitting a proposal shall be deemed to have read and understood all the terms and requirements in the RFP.

**PROPOSAL PREPARATION COSTS.** The County and its agency partners are not responsible for any costs incurred by the Offeror in preparing, submitting, demonstrating, presenting, or negotiating in response to the RFP. Offerors responding to the RFP, including attendance at demonstration and interviews, do so solely at their own expense.

**COUNTY RIGHT TO WITHDRAW OR AMENDMENT RFP.** The County in its sole discretion retains the absolute right, without penalty, to withdraw and/or amend all or any portion of the RFP at any time for any reason up to contract execution. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Any change to or interpretation of the RFP will be posted on the County website. Any change or interpretation will become a part of this RFP and incorporated into any Contract awarded.

**REJECTION OF PROPOSALS OR WAIVER OF IRREGULARITIES.** The County in its sole discretion may reject any and all Proposals submitted or waive defects, technicalities or irregularities contained in any proposals submitted, or re-advertise and solicit new proposals on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County.

**OFFEROR WITHDRAWAL OF PROPOSAL.** Offerors may modify or withdrawn a submitted proposal PRIOR to the due date and time. A written request to modify or withdraw a proposal

must signed by an authorized representative of the Offeror and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn proposal may be resubmitted prior to the specified due date and time. No proposal shall be modified or withdrawn after the due date and time. Negligent preparation of a proposal confers no right of modification or withdrawal.

**PROPOSAL ACCEPTANCE PERIOD.** Proposals submitted and not timely withdrawn are considered firm and may not be withdrawn 5 days following the proposal due date.

**LATE SUBMISSION.** Offerors are solely responsible for submitting their proposals at the place and by the time provided in the RFP. Offerors should allow enough time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the proposal. All proposals received after the due date and time will be rejected. The timeliness of proposal submissions is determined by the County.

**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 all or any part of any proposal as nonresponsive for any of the following reasons: late or incomplete proposal; submission of exceptions to the RFP; noncompliance with any part of the RFP; or providing incorrect, misleading, or false information. Failure of an Offeror to respond to every RFP item, or to provide all information requested will be grounds for rejecting Offeror's proposal.

**PROPOSAL DISPOSITION, DISCLOSURE OF INFORMATION.** All proposals received by the County become the property of the County and are not returned. All Proposals 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 marking 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.

**ELECTRONIC DOCUMENTS.** The RFP is provided in an electronic format. Any unidentified alteration or modification to any RFP documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.

## BRAND NAMES AND APPROVED EQUIVALENTS

- A. References to manufacturers, trade names, brand names and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Offerors may offer equivalent products that meet or exceed the specifications. Proposals based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in this bid.
- B. The County reserves the right to be the sole judge of what is equal and acceptable and may require Offeror to provide additional information and/or samples. If the Offeror does not specify otherwise, it is understood that the referenced brand will be supplied.

BUSINESS STANDING. A selected Offeror whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSCC) must remain in good standing with the WSCC during the Contract term. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to Contract execution and must remain in good standing with the WSCC and the state where the original documents were filed.

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.

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



Meeting Date:  
Agenda Item No:

<b><u>Kitsap County Board of Commissioners</u></b>			
<b>Office/Department:</b> [County OfficeDept]			
<b>Staff Contact:</b> [Contract Administrator]			
<b>Agenda Item Title:</b> [Contract Number]- [Contract Name]			
<b>Recommended Action:</b> [Recommended Action] [Contract Number] - [Contract Name]			
<b>Summary:</b>			
<b>Attachments:</b>	1. Contract Review Sheet 2.		
<b>Fiscal Impact for this Specific Action</b>			
<b>Expenditure required for this specific action:</b>		[\$[Contract Amount]]	
<b>Related Revenue for this specific action:</b>		[\$[Contract Related Rev]]	
<b>Cost Savings for this specific action:</b>		[\$[Cost Savings]]	
<b>Net Fiscal Impact:</b>		[\$[Net Fiscal Impact]]	
<b>Source of Funds:</b>		[Funds Source]	
<b>Fiscal Impact for Total Project</b>			
<b>Project Costs:</b>		[\$[Project Costs]]	
<b>Project Costs Savings:</b>		[\$[Project Cost Savings]]	
<b>Project Related Revenue:</b>		[\$[Project Related Rev]]	
<b>Project Net Total:</b>		[\$[Project Net Total]]	
<b><u>Fiscal Impact (DAS) Review</u></b>			
<b>Office/Department Review &amp; Coordination</b>			
<b>Office/Department</b>	<b>Elected Official/Department Director</b>		
[County OfficeDept]			
<b>Contract Information</b>			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
[Contract Number]			



# Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION	
1. Contractor	[Contractor Name]
2. Purpose	
3. Contract Amount	[\$[Contract Amount] Disburse <input type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	
5. Contract Administrator	[County Rep Name] Phone [County Rep Phone]
Approved:	Date
Department Director	
B. AUDITOR – ACCOUNTING INFORMATION	
1. Contract Control Number	[Contract Number]
2. Fund Name	[Funds Source]
3. Payment from-Revenue to CC/Account Nbr	
4. Encumbered By	Date
C. AUDITOR'S ACCOUNTING – GRANTS REVIEW <i>Signature required only if contract is grant funded</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	
2. Comments:	
D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	
2. Comments:	
E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW <i>Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	
2. Comments:	
F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW <i>Signature required only if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Date
Reviewer	
2. Comments:	
G. PROSECUTING ATTORNEY	
1. <input type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	Date
Reviewer	
2. Comments:	
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER. <i>(For contract signing authority, see KCC 3.56.075)</i>	

Date Approved by Authorized Contract Signer: \_\_\_\_\_ Date \_\_\_\_\_  
RETURN SIGNED ORIGINALS TO: [Contract Preparer] @ MS- \_\_\_\_\_



**CONTRACT NO. [Contract Number]**  
**Contract for Goods and Services**

This Goods and Services Contract (“Contract”) is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“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 on [Contract Effective Date] and terminate on [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. DEFINITIONS**

- 2.1. Contract means this Contract and any exhibits, amendments, specifications, schedule, 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.
- 2.2. Defect means a failure of a Good or Service to strictly comply with the Contract.
- 2.3. Goods means all products, materials, and Deliverables described in the Contract.
- 2.4. Deliverables means all things, materials, documents, information, and items developed by or on behalf of the Contractor or its Personnel in the course of or in connection with the supply of the Goods and Services in any form whatsoever (including electronic form) and includes all inventions, models, drawings, plans, artwork, designs, logos, reports, advices, proposals, and records, including all things described as deliverables in the Scope of Work.
- 2.5. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to provide goods and/or perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.
- 2.6. Services means the work to be performed and deliverables as described in the Contract.

**SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT**

- 3.1. Scope of Work. The Contractor shall provide all Goods and Services as identified in Attachment A, Scope of Work, in compliance with the Contract.

- 3.2. 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.
- 3.3. Price. The price payable for the Goods and Services shall be as provided in the Contract and unless otherwise stated shall include all charges for packing, shipping, insurance, and delivery of the Goods to the location identified by the County, and any taxes, levies, duties and applicable tax. No increase in the price may be made (whether on account of increased costs of material, labor, transport or fluctuation in rates of exchange or otherwise) without the prior written consent of the County.
- 3.4. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Goods and Services completed to date, unless otherwise agreed. Each invoice shall identify the Goods and Services provided, dates the services were provided, and any other information requested by the County. In the event the County disputes any aspect of an invoice, the County may upon providing written notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved. The Contractor shall continue to perform its obligations under this Contract in the event of such a dispute.
- 3.5. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.
- 3.6. 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. Payments will be released upon compliance, subject to Section 4.
- 3.7. Restrictions. The Contractor will only be entitled to receive payment for Goods and Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The 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, by giving ten (10) days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Goods or 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 in its discretion: (1) accept a decreased price offered by the 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 Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.

- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Goods and Services as directed in the notice 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 Goods and Services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

## **SECTION 5. STANDARDS, ACCEPTANCE, RISK OF LOSS, WARRANTY**

- 5.1. Warranties. The Contractor warrants and represents to the County as follows:
- 5.1.1. The Contractor has free and encumbered title and the right to sell the Goods to the County.
  - 5.1.2. All Goods will: i) be free from defects, and errors or omissions in design, materials, and workmanship; ii) comply in every respect with any relevant specification, industry standards, samples, drawings, and the Contract; iii) be newly manufactured, of first quality and not end of life; iv) adequately marked, labeled, contained, and packaged to prevent damage or deterioration during transport; v) be able to be used, assembled, handled, stored, dismantled, decommissioned, and disposed of without risk to the health or safety of any person; vi) be of good and merchantable quality; and vii) of satisfactory quality and fit for the purpose for which the County has made known to the Contractor, or, where the County does not make any purpose known to the Contractor, for the purpose for which the Goods are normally used.
  - 5.1.3. All Services will: i) be performed with due care, diligence, and skill, in a professional, efficient and safe manner, and to best industry standards; ii) be performed by appropriately qualified and experienced Personnel; iii) be fit for the ordinary purpose for which they are intended; and iv) comply with every relevant specification, industry standards, and the Contract. The Contractor shall devote such time, energy, attention, and efforts to the Services provided under this Contract in order to promptly, efficiently, and satisfactorily provide all Services.
  - 5.1.4. The Contractor will do all acts, matters, and things that may be necessary for and incidental to the proper and efficient supply of the Goods and Services. The Contractor and its Personnel will comply with all laws and standards relating to the supply of the Goods and Services, including the County's standards, policies, procedures, and directions, and obtain all necessary licenses, consents, permits, and approvals to supply the Goods and Services. The Contractor shall keep the County informed of the progress of the Goods and Services in the manner, method, and intervals requested by the County.
  - 5.1.5. The Contractor and its Personnel: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing the County locations, will comply with any security, occupational health, and safety and other policies and procedures specified by the County from time to time.

- 5.1.6. The Contractor will ensure that the County will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the Goods and Services; and that the supply, and use, of any Goods and Services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, the Contractor shall, at no additional charge to the County and without prejudice to any other rights or remedies of the County, repair or replace any Goods or Services that do not comply with any of the applicable warranties.
- 5.2. Inspection, Testing and Acceptance. Prior to delivery of any Goods, the Contractor must conduct pre-installation testing to confirm that all Goods have no apparent defects. All Goods and Services are subject to final inspection and acceptance by the County. In the event of nonconforming Goods and/or Services, the County may elect to do any or all of the following: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring Goods and Services into compliance; and/or d) terminate the Contract and seek all remedies available in law and in equity. The Contractor agrees to diligently correct any work and replace any Goods and Services or make alternations necessary to meet specification requirements free of cost to the County. Inspection, testing, acceptance, or use of the Goods and Services will not affect the Contractors obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3. Title and Risk of Loss. Title to all Goods and Services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for Goods will pass to the County when the County actually receives and accepts the Goods at the point of delivery. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All Goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.
- 5.4. Damage to County Property. The Contractor shall perform all work so that no damage to any County buildings or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.
- 5.5. Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.
- 5.6. Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the County against defects in material and workmanship. The Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period, unless the defect was caused solely by misuse of the County.

## SECTION 6. INDEMNIFICATION

- 6.1. To the fullest extent permitted by law, the 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 the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which 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 the Contractor from and against any and all Claims.
- 6.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the 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 the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 6.3. 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, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
- 6.4. 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 the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with the 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 the Contractor's indemnity and defense obligations under the Contract. The 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. The 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 Section 6, including improper refusal to accept tender, is a material breach.

## SECTION 7. INSURANCE

- 7.1. Minimum Insurance Required. The 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 Section 7 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 Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 7.2. Professional Liability. (Check one of the following options):
- Not applicable.
  - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the 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.
- 7.3. 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.
- 7.4. Automobile Liability. (Check one of the following options):
- 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 the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

- 7.5. Umbrella or Excess Liability. The Contactor 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. The Contractor agrees to an endorsement naming the County as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- 7.6. Workers’ Compensation and Employer Liability. If applicable, the 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.
- 7.7. 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.
- 7.8. Review of Policy Provisions. Upon request, the 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 the 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.
- 7.9. Waiver of Subrogation. In consideration of the Contract award, the 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.
- 7.10. 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 the Contractor and its subcontractors. Endorsement is not required if the 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 thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the 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, WA 98366.

- 7.11. No Limitation on Liability. 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. The 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.
- 7.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the 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 8. NOTICE AND CONTRACT REPRESENTATIVES**

- 8.1. 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 (3) 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 fifteen (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 9. AMENDMENT, SUBCONTRACT, INDEPENDENT CONTRACTOR**

- 9.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 9.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 9.3. Assignments. Neither party shall 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 without the prior written consent of the other.
- 9.4. Subcontracts. The 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 Good or Service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 9.5. 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. Neither the 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. The Contractor shall have complete responsibility and control over its Personnel. The 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. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

## **SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION, AND BREACH**

- 10.1. Ownership. Any and all work product, deliverable, equipment, or any other materials created, prepared, constructed, assembled, made, performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract are the sole property of the County, must be delivered to the County upon termination of the Contract, or final payment to the Contractor, and shall not be used or released by the Contractor without prior authorization from the County. The Contractor agrees 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.

- 10.2. Personal Identifying Information/Breach. The Contractor shall ensure all personal identifying information, financial information, and other information made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the County and at its sole expense comply with all requirements of RCW 19.255.010. Upon Contract expiration or termination all confidential information shall be returned to the County or destroyed at the County's discretion.

## **SECTION 11. REPRESENTATIONS AND RECORDS**

- 11.1. No Fee. The 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 the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 11.2. Licenses, Permits, and Taxes. The 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. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 11.3. Nondiscrimination. The 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 the Americans with Disabilities Act, and as amended, in the performance of the Contract.
- 11.4. Public Records. The Contractor acknowledges the Contract and all 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 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, 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 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 subsection or court order.
- 11.5. Advertising. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County's prior written consent.

- 11.6. Audit and Record Retention. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) 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, the Contractor shall promptly make all records available to the County at no cost to the County.

## **SECTION 12. RIGHTS AND REMEDIES**

- 12.1. Responsibility for Correction. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specification or law shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the County. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return.
- 12.2. Default in One Installment. The Contractor shall deliver conforming goods in each installment or lot of this Contract and may not substitute nonconforming goods. Delivery of nonconforming goods or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole.
- 12.3. Failure to Perform. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (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 satisfaction of the County.
- 12.4. 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.
- 12.5. Responsibility for Errors. All Goods and Services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Goods and Services provided as required by the County, at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other 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 Goods and Services, even after accepted by the County and the termination or expiration of the Contract.
- 12.6. 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 the County at law and in equity.
- 12.7. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.

- 12.8. 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.
- 12.9. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Goods and 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 Goods and Services in substitution for those due from the Contractor.

### **SECTION 13. GOVERNING LAW, DISPUTES**

- 13.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the Washington State, 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.
- 13.2. 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 14. PREVAILING WAGE**

Does Not Apply

### **SECTION 15. GENERAL PROVISIONS**

- 15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties out of the Contractor's control.
- 15.2. Time of the Essence. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 15.3. 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.
- 15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.
- 15.5. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 15.6. 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 the Contractor.

- 15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 15.8. 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.
- 15.9. Non-Exclusive Contract. The County may obtain the same or similar goods or services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.
- 15.10. 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 (Standards, Acceptance, Risk of Loss, Warranty), 6 (Indemnification), 7 (Insurance), 9 (Amendment, Subcontract, and Independent Contractor), 10 (Ownership, Confidential Information and Breach), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).
- 15.11. 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, oral or written, are hereby revoked and superseded by the Contract.
- 15.12. 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**  
**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**