

Approved in Work Study  
March 15, 2023



Meeting Date:  
Agenda Item No:

**Kitsap County Board of Commissioners**

**Office/Department:** Facilities Maintenance  
**Staff Contact:** Jeff Vrabel  
**Agenda Item Title:** KC-158-23 - KC-158-23 Fire Prevention Inc

**Recommended Action:** Move that the Board of County Commissioners approve and execute the Contract with Fox Fire Prevention, Inc. for Emergency upgrades and repairs to the fire suppression and alarm system for the Kitsap County Jail, which serves both the Jail and KRC. KC-158-23 - KC-158-23 Fire Prevention Inc

**Summary:** Kitsap County has contracted with Fox Fire Prevention, Inc. for Emergency upgrades and repairs to the fire suppression and alarm system for the Kitsap County Jail, which serves both the Jail and KRC. This Contract shall commence upon February 22, 2023 and terminate on December 31, 2024. The Contract value shall not exceed \$594,051.00 (plus applicable tax) during the service period. The Emergency Declaration for this Contract was also used for KC-155-22, which included the original scope for this ongoing Emergency (original scope delayed due to Intellisystems and Cornerstone). The Emergency Purchase number for this Contract is EP2023-FM-1201-Jail and KRC.

**Attachments:**  
1. Contract Review Sheet  
2. Contract

**Fiscal Impact for this Specific Action**

<b>Expenditure required for this specific action:</b>	\$594,051.00 (plus applicable taxes)
<b>Related Revenue for this specific action:</b>	\$0.00
<b>Cost Savings for this specific action:</b>	\$0.00
<b>Net Fiscal Impact:</b>	\$594,051.00 (plus applicable taxes)
<b>Source of Funds:</b>	Jail and Juvenile Sales Tax

**Fiscal Impact for Total Project**

<b>Project Costs:</b>	\$594,051.00 (plus applicable taxes)
<b>Project Costs Savings:</b>	\$0.00
<b>Project Related Revenue:</b>	\$0.00
<b>Project Net Total:</b>	\$594,051.00 (plus applicable taxes)

**Office/Department Review & Coordination**

<b>Office/Department</b>	<b>Elected Official/Department Director</b>
Facilities Maintenance	Karen Goon

**Contract Information**

Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-158-23	Pending	\$594,051.00 (plus applicable tax)	\$594,051.00 (plus applicable tax)



# Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

### A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor Fox Fire Prevention Inc.

2. Purpose Upgrades and repairs to the fire suppression and alarm system for the Kitsap County Jail, which serves both the Jail and KRC

3. Contract Amount \$594,051.00 (plus applicable taxes) Disburse  Receive

4. Contract Term February 22, 2023 through December 31, 2024

5. Contract Administrator Jeff Vrabel Phone (360) 337-7189

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
Department Director

### B. AUDITOR – Accounting Information

1. Contract Control No. KC-158-23

2. Fund Name Jail and Juvenile Sales Tax

3. Payment from/Revenue to Program/Revenue or Spend Category 1711.5481

Reviewer Mia A. Alexander Date 3/13/2023

4. Comments: Repairs & Maintenance

### C. AUDITOR – Grant Review

*Signature only required if grant funded contract*

1.  Approved  Not Approved

Reviewer N/A Date \_\_\_\_\_

2. Comments: \_\_\_\_\_

### D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1.  Approved  Not Approved

Reviewer Anastasia Johnson Date 03/13/2023

2. Comments: \_\_\_\_\_

### E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

*Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)*

1.  Approved  Not Approved

Reviewer Kristofer Carlson Date 03/13/2023

2. Comments: \_\_\_\_\_

### F. HUMAN RESOURCES – Human Resources Director Review

*Signature only required if union or employment contract*

1.  Approved  Not Approved

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

2. Comments: \_\_\_\_\_

### G. INFORMATION SERVICES – Information Services Director Review

*Signature only required if technology contract*

1.  Approved  Not Approved

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

2. Comments: \_\_\_\_\_

### H. PROSECUTING ATTORNEY

1.  Approved as to Form  Not Approved as to Form

Reviewer Kasi Walker Date 3/13/2023

2. Comments: \_\_\_\_\_

Date Approved by Authorized Contract Signer:  
RETURN SIGNED ORIGINALS TO:

Date 3-15-2023  
Wanda Lowrey @ MS-7

**CONTRACT NO. KC-158-23**  
**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 Fox Fire Prevention Inc., a Corporation, having its principal offices at 5127 SE Mile Hill Dr., Port Orchard, WA 98366 ("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 2/22/2023 and terminate on 12/31/2024, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. 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), C (Specific Terms and Conditions Prevailing Wage), and D (Emergency Declaration). 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 \$594,051.00 (plus applicable taxes). 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 unencumbered 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 alterations 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 Contractor's 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