	REQUEST FOR PROPOSALS 2023-014	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SOLICITATION FACE SHEET	

SOLICITATION TITLE: LEGISLATIVE MANAGEMENT SYSTEM

MATERIALS/SERVICES REQUESTED


Kitsap County (the County), by and through the Board of County Commissioners, invites software solution providers with expertise, resources and state-of-the-art technology to respond to this RFP and provide an integrated, automated and user-friendly legislative management system.

To maintain excellent customer service, the County Clerk of the Board seeks to replace the existing siloed legislative management systems with a secured, stable, maintained, configurable, customized, and comprehensive solution that will integrate seamlessly with our existing legislative process and data that includes the following components:

1. Document submission workflow system with approval processes
2. Agenda management (including subscription services)
3. Document management and storage
4. Voting system
5. Live and on-demand video, audio streaming, and video indexing (time stamped)

The County seeks a solution that will enhance coordination across the County and extend greater access to the public through greater transparency and streamlined methods of information delivery. Our goal is to find a new system that offers technological advancements to better serve our community, increases staff productivity and efficiency and meets the following objectives:

- The complete and seamless conversion of existing data from the current system. (Include cost breakdown for 3, 5, and 10 years prior records.)
- Creation of a user-friendly, web-based or web-enabled system that provides a better mobile experience.
- Provide consumers of legislative information better tools to search and track items.
- Workflow management capability that includes the integration of e-signature capability.
- The ability to integrate at least 3 years of legislative chronological history into a document repository that allows the public to search through all documents, both historical and current by document type.
- Improve the facilitation of open and transparent County government operations.
- Add a public e-comment feature that is integrated with our agenda and document management solution.
- Ensure the customer interface, on both the public and administrative side of the solution, is clean and easy to use.
- Provide an Application Programming Interface (API) to extract and import data directly onto the database.

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CALENDAR OF EVENTS

Below are important dates and times by which the actions noted must be completed. Dates and times are subject to change. If the County changes any date or time, the change will be made by addendum.

Event	Completion Date, Time, and Location
Issuance of Solicitation	Thursday, February 23, 2023
Written Questions Due	Thursday, March 9, 2023
Addendum Issued	Thursday, March 16, 2023
Submission Deadline	Thursday, March 23, 2023 @ 2:00 PM
Software Demonstrations	Will Schedule as Needed
Contract Executed	Early May
Estimated Start Date	June, 2023

All communication concerning this solicitation must be directed to Kitsap County’s Purchasing Program Supervisor identified below, via email only. Questions to or communications with other Kitsap County staff may disqualify offerors from the evaluation process.

SUBMIT OFFERS TO:

Mailing Address for USPS delivery: **OR** Physical Address for courier or hand delivery:

Glen McNeill, Purchasing Program Supervisor
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

Glen McNeill, Purchasing Program Supervisor
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

Phone: (360) 337-4789
 Email: purchasing@co.kitsap.wa.us
 Website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.


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1. **DEFINITIONS.** The following definitions will be used in this solicitation, the associated documents, and the resulting Contract.
 - **Addenda** means written instructions issued by the Purchasing Program Supervisor prior to the offer due date and time which modify or interpret the solicitation documents by additions, deletions, clarifications, or corrections.
 - **Contract** means the agreement to provide the goods and/or services that are the subject of this solicitation. The contract will be comprised of the solicitation documents, which include the instructions, scope of work, technical requirements, any County clarifications and addenda, the Contractor's offer as accepted by the County, the agreement signed by the parties, and all appendices, attachments, amendments, and exhibits referenced herein and therein.
 - **Contractor** means the person or entity awarded a contract resulting from this solicitation.
 - **County** means Kitsap County, Washington.
 - **Offeror** means the entity who submits an offer in response to the solicitation.
 - **Exception** means the offeror will not comply with the contract provision.
 - **Proposal or Offer** means all documentation and information submitted by the offeror response to this solicitation.
 - **RFP or Solicitation** mean this entire solicitation packet including without limitation, the instructions, scope of work, technical requirements, all appendices, addendums, exhibits, and attachments.
 - **Work or Services** means all work to be performed, services to be provided, and equipment to be furnished as identified in the solicitation.

For purposes of this solicitation, the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition.


2. **DUE DATE AND TIME.** All offers must be received by the Kitsap County Purchasing Department at the specified location by the offer due date and time. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected.
3. **ACKNOWLEDGMENT.** The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offer may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) electronic copy (flash/thumb drive)** and **number (1) paper copies** of their offer with their submittal.

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4. ACCEPTABLE FORMATS. Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the Purchasing Program Supervisor.
5. ELECTRONIC DOCUMENTS. The solicitation is provided in an electronic format. Any unidentified alteration or modification to any solicitation 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.
6. SUBMISSION. Offers must be submitted to the Purchasing Program Supervisor at the location specified on the solicitation face sheet in a sealed envelope/package provided by the offeror and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope/package. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient 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 offer. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County. Postmarked, facsimile, or emailed offers will not be considered.
7. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).
8. QUESTIONS, COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Program Supervisor. Written questions will be accepted until the date and time identified on the solicitation face sheet. All correspondence related to this solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Program Supervisor regarding any inadequacy, omission, or conflict prior to submitting and offer. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Program Supervisor. Substantive questions and answers are posted on the Kitsap County website. It is the responsibility of the offeror to assure that they received responses to questions if any are issued. *All oral communications are unofficial and nonbinding on the County.* Offerors that directly communicate with other county staff regarding this solicitation without prior authorization from the Purchasing Program Supervisor may be disqualified.

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9. ADDENDA, APPENDICES. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the offeror's responsibility to check for addenda and appendices. Offerors shall acknowledge receipt of all addenda on the Acknowledge Form (Appendix A) and complete and submit all solicitation appendices with the offer. Offers that do not comply with this section may be rejected as non-responsive.
10. EXAMINATION OF SOLICITATION AND SITE. By submitting an offer, the offeror certifies they have considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; carefully read and understood the solicitation package, conditions, and technical requirements, and has full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
11. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
12. PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the offerors own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
13. PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
14. OFFER ACCEPTANCE PERIOD. Offers must remain open and valid, and may not be redrawn or amended, for at least **120 calendar days** following the offer due date and time. The County may request an extension of the offer acceptance period.
15. COUNTY RIGHT TO WITHDRAW OR AMEND. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control.
16. DELAYS. The County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation fact sheet if it is advantages to the County to do so.

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17. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES.


- All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers 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. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the Purchasing Program Supervisor may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Program Supervisor if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) does not constitute a substantial reservation against a requirement or provision.

18. NON-RESPONSIVE OFFERS. The County may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.


19. ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

20. OFFEROR WITHDRAWAL OF OFFER. Offerors may modify or withdraw a submitted offer prior to the offer due date and time. A request to modify or withdraw an offer must be *in writing*, signed by an authorized representative of the offeror, and submitted to the Purchasing Program Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the offer due date and time. Negligence or mistakes in preparing an offer confers no right of withdrawal or modification after the due date and time.


21. EXCEPTIONS AND ASSUMPTIONS. Offers in strict compliance with the solicitation are desired. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption Form (Appendix B). If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumptions shall mean offeror meets all solicitation requirements and accepts all terms of the solicitation in every respect.

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22. **SERIAL NUMBERS.** Offers which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
23. **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers 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 the solicitation. The County has the sole authority to accept or reject any like item and may require the 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.
24. **SPECIFICATIONS.** The apparent silence of the specification in the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.
25. **DESCRIPTIVE LITERATURE.** All offers shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
26. **FIRM PRICING.** Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
27. **NON-EXCLUSIVE CONTRACT.** The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
28. **CONFLICT OF INTEREST.** Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
29. **APPLICABLE LAWS.** Interested parties are advised that all contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
30. **LICENSES AND CERTIFICATIONS.** Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.

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31. PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers and other records submitted to the County in response to this solicitation become the property of the County and subject to inspection and copying under the Public Records Act (Act), Chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be proprietary or confidential under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt. If the County receives a request under the Act to inspect or copy the pages that has been identified by the offeror as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. If no pages have been identified by the offeror as exempt, the County is under no obligation to notify the offeror of the request. The County will not assert any exemption on behalf of the offer, nor will the County be liable to the offeror for releasing records that have been marked by the offeror as exempt.
32. INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.
33. GRATUITIES AND KICKBACKS. By signing the Acknowledgment Form (Appendix A), the offeror certifies that neither the offeror nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.
34. NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
35. DISCUSSIONS. The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
36. INTERVIEWS. The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated

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criteria. The County shall not reimburse the offeror for the costs associated with the interview process.

37. **NEGOTIATIONS.** Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked offeror, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
38. **REFERENCE CHECKS.** The County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County not including the referenced experience in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.
39. **PERSONNEL.** It is essential the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
40. **PROTESTS.** Protests of this solicitation must be filed with the Purchasing Program Supervisor within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Program Supervisor within five (5) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. To be considered, a protest shall be in writing, addressed to the Purchasing Program Supervisor, and include:
 - The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror.
 - The signature of the protester or its representative.
 - The solicitation number and title under which the protest is submitted.
 - A detailed statement of the legal or factual grounds of the protest including any supporting documentation.
 - The specific ruling or relief requested.

END OF INSTRUCTIONS TO OFFERORS

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PROJECT BACKGROUND

The eAgenda process/site was created in 2010/2011 in an effort to cut down on paper costs and to have an electronic format for staff, Commissioners and citizens to use. Having the site has helped but it is very cumbersome to use, does not have all items relating to Commissioner meetings in one place and is not easy to use by the public. We need a process and an electronic format that is user friendly to everyone. Having the Commissioners agenda and their associated documents on the internet is a mandate by the State making this process a key business priority.

SCOPE OF WORK

This section generally describes the work that the County expects to be performed and is not a complete list of all services that may be required or desired. The County Clerk of the Board seeks to select a legislative management system that includes software with options to be hosted on or off premise, implementation, data migration, training, technical support, and annual maintenance.


The proposed system must include, but not limited to, modules for: document submission, document management, electronic agendas, live and archived voting, live and archived captioning, workflow with e-signature capability, live and archived video streaming, minutes and agenda packets, subscription feature, electronic public comment submission, and a public-facing search component.

The agenda management system must be able to migrate existing data from the exiting, systems. The ideal vendor/partner can provide all the services required in this RFP with one integrated solution rather than a piecemeal approach.

SYSTEM REQUIREMENTS

The proposed system(s) must meet the following system requirements:

- Browser based client.
- Software and hardware must be installable and fully-functional.
- Fully compatible on desktop browsers, tablets, and mobile devices.
- Capable of functioning on multiple device types.
- Secured system with NIST encryption and hardened software.
- 24/7 system availability with system redundancy built-in.
- Compatible with County CH35 video equipment for Live streaming.
- Option to Integrate with County Microsoft Active Directory (AD).
- API allow for import/export of data.
- Business hours support.
- Full system redundancy.

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DOCUMENT SUBMISSION SYSTEM

The County seeks a document submission system that performs the functions currently provided by with our in-house system, and that includes, but is not limited to, the following components:

- Include an automated workflow system that can be used by multiple staff members simultaneously.
- Capability to add/delete staff from workflow/routing.
- Allows County departments to access the system using a username and password.
- Allows County departments to upload documents in .pdf format and includes additional fields for document title, description, notes, etc.
- Tracks history changes/edits.
- Workflow includes an approval and rejection component and provides notification to sender.
- Search function to find submissions.
- Workflow clearly identifies item status and next steps in workflow.
- Integrates with document management system to allow submitted documents to be retrieved and viewed by the public and others through the document management system.

DOCUMENT MANAGEMENT SYSTEM


The County seeks a document management system that performs the functions currently provided by our in-house system, and that includes, but is not limited to, the following components:

- Easy to use search function.
- Use of metadata to classify records.
- Ability to tag records to aid in search functionality.
- Full-text search capability and ability to search on exact or partial matches of specified field values.
- Ability to display search results by title, along with examples of where the search words appear, giving the user options before deciding which result to view. Ability to use filtering function to narrow down search result.
- Data to be kept indefinitely.

AGENDA MANAGEMENT SYSTEM

The County seeks an agenda management system that performs the functions currently provided by in house system, and that includes, but is not limited to, the following components:

- Support County Commissioners and committee agendas and meeting management in addition to post-meeting support for minutes preparation.
- Include an automated workflow system to prepare, track, modify, approve and monitor the progress of agenda items.
- Include strong word processing/editing capabilities that allows such functionality as:
 - Uploading and/or building tables with ease

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- Copying and pasting from other documents/software such as word processors and spreadsheets
 - Changing fonts, and adding bold, italic, etc.
 - Attaching documents
 - Spelling and grammar checking
- Capability to generate a County Commissioner and/or committee meeting report using agenda item information with the ability to add additional information in the report that does not appear on the agenda.
 - Supports creating, editing, and approving of agenda items.
 - Capability to move and/or copy agenda items to different meeting dates.
 - Capability to create future meeting agendas in advance and assign items to those future meeting agendas.
 - Capability to close the agenda; disallow the addition of more items.
 - Easy to use search function for items no matter where they exist within the agenda process.
 - Easy assembly of documents into a single cohesive agenda packet for each County Commissioners and/or committee meeting agenda.
 - Ability to create meeting minutes with the agenda items and include votes and actions from the meeting.
 - Ability to create templates for the agendas.
 - Ability to have separate sections/categories in the agenda.
 - Ability to create or generate a web calendar item.
 - Integrate with archived video with index points.


VOTING SYSTEM

The County seeks a voting system that performs the functions currently provided by our in-house systems, and that includes, but is not limited to, the following components:

- Capability for live voting during County Commissioners meetings.
- Ability to track/record voting on agenda items during County Commissioners meetings.
- Ability to vote on multiple items and sub-items in any order and from different agenda categories.
- Ability to vote by grouping multiple items.
- Option to auto-vote and set Commissioner vote to default value.
- Ability to vote on all item types.
- Ability to create new votes during and after the County Commissioners meetings.

LIVE AND ON-DEMAND VIDEO AND AUDIO STREAMING SERVICES

The County seeks live and on-demand video and audio streaming services that perform the functions currently provided by our inhouse system, but is not limited to, the following components:

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- Ability to index (time stamp) and cross link with the agenda management system and item history from the search portal.
- Live captioning of audio and video - English and Spanish.
- Ability to search closed captioning.
- Archival capabilities.
- Accessibility

ADDITIONAL FEATURES

The County is also interested in the following additional features:

- Electronic signature capability with option to sign multiple documents assigned to a user in one single signing.
- Post-meeting workflow for e-signatures and approval by other entities.
- Auto numbering for Resolutions and Ordinances.
- Ability to generate notification letters identifying the Commissioners action.
- Ability for voting system to integrate with and/or create meeting minutes to include vote information.
- Public e-comment feature that is integrated with the agenda and/or document management solutions.
- Electronic speaker request system for all County Commissioners and committee meetings.
- Capability for creation of user profiles for members of the public to save previous searches and tag desired records.
- ADA accessible website for the public.
- Advisory boards and commissions management add-on to track appointments of individual members of the public to county advisory groups and between numerous groups, upload and store contact information, create reports and maintain public records.


DELIVERABLES:

PROJECT MANAGEMENT PLAN

Project management shall be a key responsibility of the Contractor and a continuous function. The Contractor shall prepare a project management plan that includes a detailed plan from project implementation through final acceptance. All communications between the County Clerk of the Board and the Contractor shall be coordinated through their respective project managers.

IMPLEMENTATION

The Contractor will install the software in parallel with the current system and proof of concept without interfering in any way with daily operations and will implement an upgrade/changeover plan that minimizes downtime on existing systems. The Contractor will also either supply or give the County sufficient specifications necessary with the option to purchase the hardware required

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to implement the proposed solution and is responsible to configure the hardware and software they supply.

The Contractor will supply all hardware, software, training, and licenses required to install and operate the proposed solution.

ACCEPTANCE TESTING

On-site acceptance testing will include appropriate Contractor and County staff and will occur at a time agreeable to both the Contractor and the County. System acceptance testing will test all system components according to the test plan section of the work plan and will be designed to simulate the County Clerk's actual work environment. Tests conducted on the County Clerk's environment shall not prevent the operation of existing systems or cause system interruptions unless previously approved by the County. Testing will include Contractor developed workflows and meeting templates. The Contractor shall maintain records of all acceptance testing results.

FINAL ACCEPTANCE

The County shall give final acceptance of software, customization, configuration, data transfer, training, and other services following the Contractor's completion of all such work in accordance with the Contract and after thirty (30) calendar days of continuous successful and error-free operation of the system in the County Clerk's actual work environment.

If any portion of the system or services are deemed unacceptable, the County shall notify the Contractor within ten (10) calendar days following such operation period. The Contractor will repair or replace unacceptable hardware or software, customizations, or service within a mutually agreed upon time period at no additional charge to the County. Another thirty (30) calendar days successful operation period will follow any corrections or replacements.


The County Clerk of the Board will issue a Letter of Acceptance after this period is complete and all variances are resolved.

TRAINING

All training required for successful implementation and operation of the new system must be provided as part of the package price and shall be held at County facilities. The Contractor will train all relevant County system administrators and County Clerk of the Board staff on using the system and will provide comprehensive training materials and documentation.

DOCUMENTATION

The Contractor shall provide comprehensive system documentation including system administration, workflow development, and detailed documentation defining the system, and its infrastructure and configuration. Documentation for system use shall explain how to use the system to perform business functions, in addition to explaining the screens and components. The Contractor shall provide a list of all documents to be provided with the system. The list shall

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describe each document and the document’s purpose, to help the user locate the appropriate document as needed.

ASSIGNED PERSONNEL AND SUPPORT

The Contractor shall provide the County with ongoing access to technical support staff, software bug fixes, service packs, and the right to future releases of the software as it is developed. The Contractor shall provide a service agreement, subject to the Counties approval, that includes access to technical support that is available during the County Clerk’s working hours, Monday through Friday, 8:00 am to 4:30 p.m. PST, has an after-hours call center number, and specifies an appropriate response time for different levels of problems including penalties if target times are missed.

OPTIONAL SERVICES AND TRANSFER OF SKILLS

Proposers are encouraged to offer materials and services, directly related to the specifications within this RFP, but not included in it, which will enhance the performance of the Contractor in the fulfillment of the goal(s) of this RFP.

PROPOSAL CONTENT AND SUBMISSION


PROPOSAL FORMAT

Proposals shall be based only on the material contained in the RFP, amendments, addenda, and other material published by the County relating to the RFP. The Proposer must disregard any previous RFP draft material. Proposals must meet the requirements outlined in this RFP. It is requested that proposals be prepared economically and avoid the use of unnecessary promotional material.

Proposals should include detailed responses to each Proposal Item. If selected, proposers must be willing and able to commit to the Proposal Items and all provisions in the Standard Provisions for County Contract, posted as **Exhibit C**. The contents of the winning Proposal will be deemed as a binding commitment and included as an attachment to the Agreement.

Proposers must respond to each of the following items in their written proposal. Each response in the proposal must be in the same order as each of the numbered items below.

- 1. Letter of Introduction:** Each Proposal must include a letter of introduction and an executive summary of the Proposal package, signed by a person authorized to bind the company to all commitments made in the Proposal. The letter of introduction must include the name, title, address and telephone number of the person(s) authorized to represent the Proposer regarding all matters related to the Proposal and any Contract subsequently awarded to said Proposer.

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2. Table of Contents

3. Executive Summary: The executive summary should include a brief overview of the Proposal’s principal elements and how the proposed approach meets the needs of the County. In addition, it should explain how the proposed solution will differentiate itself from other proposed solutions and the reasons the County should select the proposed solution, such as a list of unique features.

4. Company Information, Background and Qualifications: Each Proposal shall include the following detailed company information:


- Date entity was established and location of entity when established.
- Federal corporation ID number.
- Current location of headquarters.
- Total number of employees.
- Specify number of years in business applicable to this RFP.
- Brief history and description of business entity.
- Description of experience in implementing government/municipal legislative management systems, including examples of existing clients, especially government agencies, to whom you have provided the proposed services.

5. Key Personnel: All persons expected to work on the duties related to this RFP shall be identified, including, at a minimum, the full name, title, duties, and qualifications of each person listed.

6. Proposed Solution: This section of the proposal shall include a comprehensive description of the proposed solution, including information regarding any additional proposed features, functions, or capabilities that the County should consider to meet the Counties stated objectives and goals.

7. Implementation Approach, Timeline, Milestones and Training: This section shall include the following information:

- Description of the implementation methodology and approach, including the roles and responsibilities of both the County and vendor staff during each phase of implementation.
- Project schedule that includes all tasks, deliverables, milestones and resources required.
- Description of a training strategy/plan that includes current and future employees of the County in the use of the proposed solution system.
- Project organization chart highlighting the key staff who will be assigned to accomplish the work.

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8. **Ongoing Support:** The Proposal shall include a description of ongoing support processes, procedures, and methods, including hours of support, methods to access support, after-hours support, any support available to individual users, response time commitments and escalation procedures.
9. **Hardware/Software Requirements:** The Proposal shall include a description of all hardware and software system requirements, on or off premise. Specify any security encryption being used.
10. **Pricing:** The Proposal shall include a clear and comprehensive listing of all costs associated with the proposed solution, including, planning, design, development, implementation, training, hosting (if proposing a hosted solution), licensing, and ongoing maintenance and support of the proposed solution. All costs must be itemized.
11. **Litigation Disclosure:** The Proposal shall include a statement re-confirming eligibility to enter into a Contract with the County by clearly identifying any past or current litigation that the company was/is involved in which also involves or involved the County. If the company has not been involved in any past or current litigation with the County, the Proposal should include a statement to that fact.
12. **References:** The Proposer must submit a minimum of three (3) different references of clients for whom the Proposer has provided similar services as those listed in this RFP, within the past five (5) years. The list shall include the company name, address, contact person, telephone number of the contact person, and a description of services provided for each client listed as a reference.

SELECTION CRITERIA

The Commissioners Office will review and score each complete and fully responsive proposal. Proposals shall be determined eligible for review and scoring based on the responsiveness and factuality or verifiability of the proposal documentation and information.

Proposals shall be evaluated based on the following categories and may include consideration of any or all of the listed factors at the Counties sole discretion. These same criteria will be applied to evaluating Contractor performance during and after the contract period. The lowest cost proposer may not be determined to be the best proposer when all evaluation factors have been considered.

Proposals will be evaluated based on four areas, including Solution Design and Approach, Demonstrated Ability, Response to Requirements, and Cost Reasonableness, based on the following criteria:

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Solution Design and Approach (40)

- Ability to meet project requirements, expectations, and provide a comprehensive solution;
- Understanding of the project and the tasks to be performed;
- Ability to simply and comprehensively address functional and technical expectations;
- Ability to deliver customizations, if any, within reasonable scope and schedule;
- Reasonableness of work schedule and timeline of deliverables; and
- Expertise and methodology to create competitive differences that will be beneficial to the County.

Demonstrated Ability (20)

- Experience with Legislative Management Systems and projects of comparable size and scope;
- Expertise of the firm to complete the project;
- Quality of recently completed projects (i.e., adherence to schedules, deadlines, budgets);
- Cap County and resources to provide services under this RFP (i.e., staff size, composition, breadth of services);
- Professional qualifications and education of staff; and
- Workload, availability, and accessibility of staff. Reliability of staff through completion of services.


Response to Requirements (20)

- Overall completeness to RFP package and materials as described in the Proposal Requirements; and
- Clarity and comprehensiveness of the solution presented.

Cost Reasonableness (20)

- While cost will not be the determining factor, costs will be compared with those submitted by other Proposers and evaluated based on the overall value of project services. The County reserves the right to accept other than the lowest priced offer.

Evaluation Criteria	Maximum Points Possible
Solution Design and Approach	40
Demonstrated Ability	20
Response to Requirements	20
Cost Reasonableness	20
Maximum Points - Total	100

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All information requested below must be provided. Failure to properly complete, sign and return this Acknowledgment Form may cause the offer to be rejected.

1. Primary Contact Person Information for Offeror:

Name / Title: _____

Legal Name of Offeror: _____

Telephone No.: _____ Alternate No.: _____

Email Address: _____ Fax No.: _____

2. Company Information (Provide complete legal name and address of place of business)

Name of President / CEO: _____

Legal Name of Company: _____

Trade Name of Company: _____

Street Address: _____

County: _____ State: _____ Zip Code: _____

Website: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Other: _____ |

State of Incorporation: _____

Date of Incorporation: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____


State Industrial Account Identification Number: _____

Name and Address of Resident Agent: _____

3. Did an outside individual/agency assist with the offer preparation?

Yes No If yes, please describe: _____

4. Identify your primary business: _____

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5. Receipt of Addenda. Offeror acknowledges receipt of the following addenda if any.

Addendum No. _____, Dated ___/___/___, Addendum No. _____, Dated ___/___/___

Addendum No. _____, Dated ___/___/___, Addendum No. _____, Dated ___/___/___

Addendum No. _____, Dated ___/___/___, Addendum No. _____, Dated ___/___/___

6. Offeror agrees that the offer shall remain valid for not less than **120 calendar days** from the offer due date and may not be withdrawn or modified during that time.

7. Offeror by submitting this Acknowledgment Form, certifies the following:

- a. Offeror has considered all applicable federal, state, and local laws, ordinances, rules, regulations applicable to the goods and/or services to be provided under this solicitation.
- b. Offeror has fully read this solicitation, all attachments, contract terms and conditions, and addenda, and understands the contents of the solicitation and has full knowledge of the scope, nature, requirements, and specifications and agrees to meet or exceed the same.
- c. Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents or the goods and/or services to be provided under this solicitation and will comply with the minimum insurance requirements.
- d. Offeror has submitted this offer without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, goods, and/or services and is in all respects fair and without collusion or fraud. Offeror understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- e. The cost offer submitted by the offeror reflects the total costs for all goods and/or services to be provided to the County in compliance with the solicitation. No additional fees or charges will be incurred by the County other than as identified in the offer.


8. The undersigned certifies that he/she is an authorized representative of the Offeror identified above, is authorized to submit this offer on behalf of that Offeror, agrees to furnish the goods and/or services in accordance with the solicitation requirements, that the information provided in the offer is true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the offer and terms of the solicitation.

Acknowledged and Agreed:

Signature of Authorized Representative: _____

Print Name and Title of Authorized Representative: _____


Dated this _____ day of _____ 20__

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OFFEROR'S NAME: _____

The County does not intend to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in an offer being deemed non-responsive. All Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the solicitation and associated documents must be clearly identified on the table below and returned with the offer. Unallowable or questionable Exceptions and/or Assumptions may cause an offer to be non-responsive. Exceptions or Assumptions noted elsewhere in the solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS (please check one): <i>attach additional pages if needed</i>				
<input type="checkbox"/>	No exceptions. Offeror is not requesting exceptions to this solicitation and associated documents			
<input type="checkbox"/>	Offeror requests the exceptions and/or assumptions identified below:			
No.	Solicitation Section and Page	Describe Exception or Assumption	Explain this as an Issue	Proposed Modification


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No.	Solicitation Section and Page	Describe Exception or Assumption	Explain this as an Issue	Proposed Modification

Signature of Authorized Representative: _____

Print Name and Title of Authorized Representative: _____

Dated this _____ day of _____ 20____

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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 the Attachments A (Scope of Work), B (Compensation), Appendix E Goods and Services, and all Appendices [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.

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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.
- 3.8. Compliance with Law and Federal Contract. The County is using federal funding to procure the goods and services provided under this Contract. Contract agrees to comply with and make all necessary certification as required by the BJA FY 20 Coronavirus Emergency Supplemental Funding Program agreement which incorporated herein by reference and Appendix F, FEMA Contract terms.


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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

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such time, energy, attention, and efforts to the Services provided under this Contract in order to provide all Services promptly, efficiently, and satisfactorily.

- 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 at final acceptance. 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


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articles used or held for use in connection with the work which includes without limitation transit, installation, and setup. 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.

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- 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

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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 Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. 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


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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.

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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.

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- 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.

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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 agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW (“Act”). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, 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 proprietary 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 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 public inspection and copying under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 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.

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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.

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- 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


- 14.1 Contractor shall comply with the prevailing wage requirements identified in Attachment C, which is incorporated in full by this reference, as required by law.

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.

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- 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.

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Dated this ____ day of _____, 2021

Dated this ____ day of _____, 2021

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

SIGNATORY NAME

SIGNATORY TITLE

Print Name

Title

Dated this ____ day of _____, 2021

Dated this ____ day of _____, 2021

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

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ATTACHMENT A
SCOPE OF WORK

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ATTACHMENT B

COMPENSATION

Payment amount and schedule is set forth below.

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