	REQUEST FOR PROPOSALS 2021-141	**KITSAP COUNTY PURCHASING OFFICE** 614 Division St., MS-7 Port Orchard, WA 98366
	SOLICITATION FACE SHEET	

SOLICITATION TITLE

Textiles Collection and Recycling Services at Olympic View Transfer Station and at Hansville, Olalla, and Silverdale Recycling and Garbage Facilities

MATERIALS/SERVICES REQUESTED

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking proposals from qualified organizations to provide Textile Collection and Recycling Services at Olympic View Transfer Station and at Hansville, Olalla, and Silverdale Recycling and Garbage Facilities.

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	Tuesday, October 19, 2021
Site Visit	See Solicitation Instructions (Page 3)
Written Questions Due	Monday, October 25, 2021, at 12:00 p.m.
Addendum Issued	Thursday, October 28, 2021
Submission Deadline	Thursday, November 4, 2021, at 2:00 p.m.
Contract Executed	December 2021
Estimated Start Date	January 1, 2022

All communication concerning this solicitation must be directed to Kitsap County's Purchasing Agent 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:
Glen McNeill, Purchasing Agent
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

Physical Address for courier or hand delivery:
Glen McNeill, Purchasing Agent
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. SITE VISIT. No formal site visits will be offered. Offerors may visit the four (4) service locations at their own discretion during facility hours of operation ONLY. **Offerors must not disrupt facility operations or ask questions of the facility attendants.** Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy must be submitted in writing via email to the Purchasing Agent. *Oral statements or instructions will not constitute an amendment to this solicitation.*

2. 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 Agent 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.

3. 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.

4. 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 **three (3) paper copies** of their offer with their submittal.

5. 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 Agent.

6. 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.

7. SUBMISSION. Offers must be submitted to the Purchasing Agent 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.

8. QUESTIONS, COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent. 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 Agent 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 Agent. 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 Agent may be disqualified.

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. 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).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 Agent may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Agent 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) do not constitute a substantial reservation against a requirement or provision.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 Agent. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the due date and time.

24. 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 in every respect.

25. 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.

26. 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.

27. FIRM PRICING. Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 page(s) 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.

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. 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.

40. 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.

41. PROTESTS. Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Agent 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 Agent, 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

PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division (the County) is soliciting proposals from qualified organizations to provide Textile Collection and Recycling Services at Olympic View Transfer Station (OVTS) and at Hansville, Olalla, and Silverdale Recycling and Garbage Facilities.

Olympic View Transfer Station is located at 9380 SW Imperial Way in Bremerton, Washington. Hansville Recycling and Garbage Facility (RAGF) is located at 7791 NE Ecology Road in Kingston, Washington. Olalla RAGF is located at 2850 SE Burley-Olalla Road in Olalla, Washington. Silverdale RAGF is located at 8843 NW Dickey Road in Silverdale, Washington.

The County will offer NO compensation for the services awarded from this solicitation, include compensation for work performed or for materials collected by the Contractor.

SCOPE OF WORK

In an effort to divert textiles from landfill disposal, the County provides space at each of its County-owned solid waste disposal facilities for textile collection bins. The availability of textile collection bins provides a convenient reuse/recycling alternative for citizens who may have otherwise thrown these materials into the solid waste stream. Since 2013, this program has diverted approximately 24 tons of textile materials annually from landfill disposal.

The selected Offeror will provide all labor, equipment, and materials for the collection, transportation, reuse, and/or recycling of textile materials from OVTS and from Hansville, Olalla, and Silverdale RAGFs at least once per week during the hours of operations listed below.

The current service level for each facility is shown below, although actual collection frequency may vary or change and is dependent on the quantity of textile materials collected at each facility. The County reserves the right to increase or decrease the number of locations to be serviced and/or the number of collection bins at the service locations at any time during the contract term.

FACILITY	LOCATION	HOURS OF OPERATIONS	COLLECTION FREQUENCY	# OF BINS
OVTS	9380 SW Imperial Way, Bremerton, WA	Monday – Sunday 8:00 a.m. to 5:00 p.m.	Once a week	4
Hansville RAGF	7791 NE Ecology Road, Kingston, WA	Wednesday – Monday 8:30 a.m. to 4:00 p.m. *Closed Tuesdays*	Once a week	2
Olalla RAGF	2850 SE Burley-Olalla Road, Olalla, WA	Friday – Monday 8:30 a.m. to 4:00 p.m. *Closed Tuesdays, Wednesdays, Thursdays*	Once a week	1
Silverdale RAGF	8843 NW Dickey Road, Silverdale, WA	Thursday – Tuesday 8:30 a.m. to 4:00 p.m. *Closed Wednesdays*	Once a week	2

Acceptable items shall include, but are not limited to:

- Clothing (men's, women's, children's)
- Accessories (hats, mittens, scarves, ties, nylons, socks, underwear)
- Shoes (all types)
- Bed and bath items (towels, sheets, blankets, pillows, curtains, tablecloths)
- Other cloth materials (excluding water damaged or moldy items)

Offeror Requirements

Collected textile materials must be processed for reuse and/or recycling. Offerors may be a non-profit or for-profit organization, so long as they *use the proceeds from services awarded through this solicitation to provide support to communities located in the Pacific Northwest*.

An Offeror who works to enrich the lives and livelihood of individuals through community partnerships is preferred. An Offeror who works to offer a substantial portion of the items collected for sale as secondhand goods to consumers within and around Kitsap County is desirable.

County Responsibilities

- Work with the selected Offeror to determine the number and type of collection bins for each service location.
- Provide space at each service location for the agreed upon number of collection bins.
- Work with the selected Offeror to create a collection schedule for the service locations.
- Monitor the area around the collection bins to ensure the space stays clean and accessible to the public.
- Monitor capacity of the collection bins to ensure they are serviced as agreed upon by both parties.
- Immediately report broken and/or unusable collection bins to the selected Offeror.
- Promote textile recycling options located within Kitsap County on County-produced outreach materials.

Offeror Responsibilities

- Provide all labor, equipment, and materials for the collection, transportation, reuse, and/or recycling of textile materials at the service locations.
- Deliver, install, and maintain the number of collection bins at each service location, as agreed upon by both parties. Collections bins should be able to hold a minimum of 3 cubic yards of textile materials per container.

- Provide collection services during the hours of operations at the service locations.
- Maintain clean, safe, and easily operable collection bins, that are in good working order, at the service locations.
- Repair and/or replace broken and/or unusable collection bins within one (1) week of notification from the County.
- Maintain easy-to-read, aesthetically pleasing signage that is adhered to the collection bins.
- Collect and transport all materials deposited into the collection bins, including materials which may not be "gently used" and materials that may not be reusable or recyclable.
    - Unwanted textiles found inside and/or outside of the collection bins should be cleaned up, removed from facility, and lawfully disposed of in the most appropriate manner.
    - Hazardous materials found inside and/or outside the collection bins should cleaned up, removed from facility, and properly disposed of as required under the Resource Conservation and Recovery Act (RCRA).
- Provide an annual report to the County showing the tons of the textile materials collected and diverted per quarter for each service location.

CONTRACT TERM

Services are expected to begin January 1, 2022 and terminate on December 31, 2024.

Attached as Appendix D is Kitsap County's Goods and Services Contract. Please review this document carefully as it is intended to be non-negotiable. However, reasonable requests for modification may be granted at the County's sole discretion. If an offeror takes exception to any provision in Appendix D, those exceptions must be noted on the Exceptions and Assumptions Form (Appendix B). If no exceptions are noted, the contract must be executed as shown.

PROPOSAL REQUIREMENTS AND SECTION CRITERIA

Submitted proposal must include the following information:

- Acknowledgment Form (Appendix A).
- Exceptions and Assumptions Form (Appendix B).
- Letter of Interest/Coversheet containing pertinent contact information.
- Textile Collection and Recycling Services Questionnaire (Appendix C) and all requested photos described within; up to 180 points may be awarded based on those responses.
    - Should the County determine that interviews are desirable, up to 20 additional points may be awarded based on those interviews. Final ranking will be made on a total point basis of the questionnaire and the interview, if conducted.
- Copy of the Offeror's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix D, Draft Contract.

	REQUEST FOR PROPOSALS 2021-141	**KITSAP COUNTY PURCHASING OFFICE** 614 Division St., MS-7 Port Orchard, WA 98366
	APPENDIX A ACKNOWLEDGMENT FORM	

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

City: _____ State: _____ Zip Code: _____

Website: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation ☐ Partnership

☐ Limited Liability Company ☐ Joint Venture

☐ Non-Profit ☐ 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: _____

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___

	REQUEST FOR PROPOSALS 2021-141	**KITSAP COUNTY PURCHASING OFFICE** 614 Division St., MS-7 Port Orchard, WA 98366
	APPENDIX B EXCEPTIONS AND ASSUMPTIONS FORM	

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): *attach additional pages if needed*	
☐	No exceptions. Offeror is not requesting exceptions to this solicitation and associated documents
☐	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
1.				
2.				
3.				
4.				

	REQUEST FOR PROPOSALS **2021-141**	**KITSAP COUNTY** **PURCHASING OFFICE** 614 Division St., MS-7 Port Orchard, WA 98366
	APPENDIX B **EXCEPTIONS AND ASSUMPTIONS FORM**	

No.	Solicitation Section and Page	Describe Exception or Assumption	Explain this as an Issue	Proposed Modification
5.				
6.				
7.				
8.				
9.				
10.				

Signature of Authorized Representative: _____

Print Name and Title of Authorized Representative: _____

Dated this _____ day of _____ 20___

	REQUEST FOR PROPOSALS 2021-141	**KITSAP COUNTY PURCHASING OFFICE** 614 Division St., MS-7 Port Orchard, WA 98366
	APPENDIX C TEXTILE COLLECTION AND RECYCLING SERVICES QUESTIONNAIRE	

In a separate document, please provide a thorough response to the following questions. Maximum scoring for each question is shown and your response will be weighed to select a services provider for Olympic View Transfer Station (OVTS) and/or for Hansville, Olalla, and Silverdale Recycling and Garbage Facilities (RAGFs).

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1. Please describe in detail how your organization provides support to local communities in the Pacific Northwest. Please include the type of support provided and describe who in the community benefits from your support. ***(20 points)***

2. Please describe and/or list the textile items to be accepted. Please identify any limitations, such as the types of items and/or conditions of items accepted. ***(10 points)***

3. Please describe how the collected textile items will be reused and/or recycled. ***(10 points)***

4. Will any of the collected textiles be donated to a third party? If yes, what percentage will be donated? ***(10 points)***

5. Will any of the collected textiles be sold to a third party? If yes, what percentage will be sold and what percentage of those proceeds will be donated to local charity and/or non-profit organizations? ***(10 points)***

6. What percentage of the textiles collected will be made available for sale as secondhand goods within and around Kitsap County? ***(10 points)***

7. How will the collected textiles be marketed? ***(20 points)***

% reused locally	
% reused or recycled domestically	
% exported internationally	
Total	100%

8. Please describe the type of collection bins to be used and include the bin dimensions (height x width x length). **Photo Required** ***(10 points)***

9. Please describe the information to be included on the exterior of the collection bins, such as customer instructions, decals, warnings, items accepted, etc. **Photo Required** ***(10 points)***

10. Please describe how your organization will collect and remove textiles from a facility. Please include the type and size of the collection vehicle to be used. **Photo Required** ***(10 points)***

11. Please describe in detail your organization's process for repairing and/or replacing damaged containers when requested. ***(10 points)***

12. Please describe your organization's procedure for identifying and handling unwanted material deposited in and/or around a container. ***(10 points)***

13. Please describe your organization's procedure for identifying and handling hazardous waste left in and/or around a container. ***(10 points)***

14. Please describe how your organization would ensure that containers had sufficient capacity during the week and on weekends. ***(10 points)***

15. Please describe how you would track and report textile materials to the County. ***(10 points)***

16. Is a rebate offered for material collected? If yes, provide rebate amount per pound of material collected. ***(10 points)***

Offeror	**Contact Person**
Company Name (Print)	Name (Print)
Company Address	Signature
City, State Zip Code	Title
Company Tax ID Number	Email
Date	Phone

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

This Goods and Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and [Contractor Name], a [Contractor Type], having its principal offices at [Contractor Addr] ("Contractor").

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

SECTION 1. TERM AND EFFECTIVE DATE

1.1. The Contract will become effective on [Contract Effective Date] and terminate on [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. DEFINITIONS

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

2.2. Defect means a failure of a Good or Service to strictly comply with the Contract.

2.3. Goods means all products, materials, and Deliverables described in the Contract.

2.4. Deliverables means all things, materials, documents, information, and items developed by or on behalf of the Contractor or its Personnel in the course of or in connection with the supply of the Goods and Services in any form whatsoever (including electronic form) and includes all inventions, models, drawings, plans, artwork, designs, logos, reports, advices, proposals, and records, including all things described as deliverables in the Scope of Work.

2.5. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to provide goods and/or perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.

2.6. Services means the work to be performed and deliverables as described in the Contract.

SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT

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

3.2. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed $[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation.

3.3. Price. The price payable for the Goods and Services shall be as provided in the Contract and unless otherwise stated shall include all charges for packing, shipping, insurance, and delivery of the Goods to the location identified by the County, and any taxes, levies, duties and applicable tax. No increase in the price may be made (whether on account of increased costs of material, labor, transport or fluctuation in rates of exchange or otherwise) without the prior written consent of the County.

3.4. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Goods and Services completed to date, unless otherwise agreed. Each invoice shall identify the Goods and Services provided, dates the services were provided, and any other information requested by the County. In the event the County disputes any aspect of an invoice, the County may upon providing written notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved. The Contractor shall continue to perform its obligations under this Contract in the event of such a dispute.

3.5. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.

3.6. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Payments will be released upon compliance, subject to Section 4.

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

SECTION 4. TERMINATION

4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving ten (10) days prior notice to the Contractor.

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

4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.

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

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

5.1. Warranties. The Contractor warrants and represents to the County as follows:

5.1.1. The Contractor has free and unencumbered title and the right to sell the Goods to the County.

5.1.2. All Goods will: i) be free from defects, and errors or omissions in design, materials, and workmanship; ii) comply in every respect with any relevant specification, industry standards, samples, drawings, and the Contract; iii) be newly manufactured, of first quality and not end of life; iv) adequately marked, labeled, contained, and packaged to prevent damage or deterioration during transport; v) be able to be used, assembled, handled, stored, dismantled, decommissioned, and disposed of without risk to the health or safety of any person; vi) be of good and merchantable quality; and vii) of satisfactory quality and fit for the purpose for which the County has made known to the Contractor, or, where the County does not make any purpose known to the Contractor, for the purpose for which the Goods are normally used.

5.1.3. All Services will: i) be performed with due care, diligence, and skill, in a professional, efficient and safe manner, and to best industry standards; ii) be performed by appropriately qualified and experienced Personnel; iii) be fit for the ordinary purpose for which they are intended; and iv) comply with every relevant specification, industry standards, and the Contract. The Contractor shall devote such time, energy, attention, and efforts to the Services provided under this Contract in order to promptly, efficiently, and satisfactorily provide all Services.

5.1.4. The Contractor will do all acts, matters, and things that may be necessary for and incidental to the proper and efficient supply of the Goods and Services. The Contractor and its Personnel will comply with all laws and standards relating to the supply of the Goods and Services, including the County's standards, policies, procedures, and directions, and obtain all necessary licenses, consents, permits, and approvals to supply the Goods and Services. The Contractor shall keep the County informed of the progress of the Goods and Services in the manner, method, and intervals requested by the County.

5.1.5. The Contractor and its Personnel: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing the County locations, will comply with any security, occupational health, and safety and other policies and procedures specified by the County from time to time.

5.1.6. The Contractor will ensure that the County will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the Goods and Services; and that the supply, and use, of any Goods and Services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, the Contractor shall, at no additional charge to the County and without prejudice to any other rights or remedies of the County, repair or replace any Goods or Services that do not comply with any of the applicable warranties.

5.2. Inspection, Testing and Acceptance. Prior to delivery of any Goods, the Contractor must conduct pre-installation testing to confirm that all Goods have no apparent defects. All Goods and Services are subject to final inspection and acceptance by the County. In the event of nonconforming Goods and/or Services, the County may elect to do any or all of the following: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring Goods and Services into compliance; and/or d) terminate the Contract and seek all remedies available in law and in equity. The Contractor agrees to diligently correct any work and replace any Goods and Services or make alterations necessary to meet specification requirements free of cost to the County. Inspection, testing, acceptance, or use of the Goods and Services will not affect the Contractors obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.

5.3. Title and Risk of Loss. Title to all Goods and Services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for Goods will pass to the County when the County actually receives and accepts the Goods at the point of delivery. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All Goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.

5.4. Damage to County Property. The Contractor shall perform all work so that no damage to any County buildings or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.

5.5. Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.

5.6. Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the County against defects in material and workmanship. The Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period, unless the defect was caused solely by misuse of the County.

SECTION 6. INDEMNIFICATION

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

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

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

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

SECTION 7. INSURANCE

7.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

7.2. Professional Liability. *(Check one of the following options)*:

☐ Not applicable.

☐ Not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage, or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations, or laboratory analysis where such Services are rendered under the Contract.

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

7.4. Automobile Liability. *(Check one of the following options)*:

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

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

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

7.5. Umbrella or Excess Liability. The Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000.

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

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

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

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

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.

7.11. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.

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

SECTION 8. NOTICE AND CONTRACT REPRESENTATIVES

8.1. Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

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

Contractor's Contract Representative

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

SECTION 9. AMENDMENT, SUBCONTRACT, INDEPENDENT CONTRACTOR

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

9.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

9.3. Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other.

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

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

SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION, AND BREACH

10.1. Ownership. Any and all work product, deliverable, equipment, or any other materials created, prepared, constructed, assembled, made, performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract are the sole property of the County, must be delivered to the County upon termination of the Contract, or final payment to the Contractor, and shall not be used or released by the Contractor without prior authorization from the County. The Contractor agrees all such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.

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

SECTION 11. REPRESENTATIONS AND RECORDS

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

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

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

11.4. Public Records. The Contractor 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 disclosure 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.

SECTION 12. RIGHTS AND REMEDIES

12.1. Responsibility for Correction. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specification or law shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the County. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return.

12.2. Default in One Installment. The Contractor shall deliver conforming goods in each installment or lot of this Contract and may not substitute nonconforming goods. Delivery of nonconforming goods or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole.

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

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

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

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

12.7. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.

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

12.9. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Goods and Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring Goods and Services in substitution for those due from the Contractor.

SECTION 13. GOVERNING LAW, DISPUTES

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

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

SECTION 14. PREVAILING WAGE

Does Not Apply

SECTION 15. GENERAL PROVISIONS

15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties out of the Contractor's control.

15.2. Time of the Essence. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

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

15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.

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

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

15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

15.9. Non-Exclusive Contract. The County may obtain the same or similar goods or services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.

15.10. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Standards, Acceptance, Risk of Loss, Warranty), 6 (Indemnification), 7 (Insurance), 9 (Amendment, Subcontract, and Independent Contractor), 10 (Ownership, Confidential Information and Breach), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).

15.11. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.

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

Dated this ____ day of _____, 2021 Dated this ____ day of _____, 2021