	2024-034 REQUEST FOR PROPOSAL	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	INSTRUCTIONS	

Materials and/or Service Requested: Kitsap County Emergency Evacuation Platform

Kitsap County Department of Emergency Management (KCDEM) is seeking proposals from qualified Bidders to design, test, and implement an evacuation software platform to enable responding agencies to react swiftly, make collaborative decisions, and communicate event status in real-time to other agencies, businesses, and the public. The County will use federal homeland security grant funds for this purchase.

Schedule of Events: The following is the County’s best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Proposal	October 11, 2024
Written Questions Due	October 23, 2024, at 3:00 pm
Addendum Issued	October 28, 2024, at 3:00 pm
Proposal Due Date	November 8, 2024, at 3:00 pm

COUNTY POINT OF CONTACT. Questions and correspondence regarding the Solicitation shall be directed to the Purchasing Supervisor.

Mailing Address for USPS delivery:

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

Phone: (360) 337-4789

Email: Purchasing@co.kitsap.wa.us

www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

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

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, BIDDER AGREES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION. NEGLIGENCE IN PREPARING A PROPOSAL CONFERS NO RIGHT OF WITHDRAWAL AFTER THE PROPOSAL'S DUE DATE AND TIME.

TABLE OF CONTENTS

1. Definitions -----	3
2. Questions, Communications -----	3
3. Proposal Due Date, Time -----	3
4. Format, Submission, Copies, Signature -----	4
5. Acceptance of Terms and Conditions -----	4
6. Addenda -----	4
7. Conflict with Addenda -----	4
8. Exceptions, Assumptions -----	4
9. Costs, Taxes -----	5
10. Rejection, Waiver -----	5
11. Non-Responsive Proposals -----	5
12. Preparation Costs -----	5
13. Acceptance Period -----	5
14. Acceptance Does Not Bind County -----	5
15. County Right to Withdraw or Amend -----	5
16. Bidder’s Withdrawal or Modification-----	5
17. Bidder’s Responsibilities -----	6
18. Serial Numbers-----	6
19. Brand Names, Equivalent-----	6
20. Silence or Omission -----	6
21. Descriptive Literature -----	6
22. Test Models, Samples -----	6
23. Non-Exclusive Contract -----	6
24. Firm Pricing -----	7
25. Applicable Law -----	7
26. Compliance with Laws -----	7
27. Interlocal Purchasing Agreement -----	7
28. Discussions -----	7
29. Applicable Laws -----	7
30. Interviews, Demonstrations -----	7
31. Contract Terms -----	7
32. Negotiation, Award -----	7
33. Licenses, Certifications, Business Standing -----	8
34. Background, Security Investigations -----	8
35. Conflict of Interest -----	8
36. Debarment -----	8
37. Gratuities, Kickbacks -----	8
38. Public Records, Confidential Information -----	8
39. Compliance with Funding Requirements -----	8
40. Subcontractors -----	9
41. Reference Checks -----	9
42. Protests -----	9
43. Proposal Contents -----	9

Exhibit A	SCOPE OF WORK	Exhibit F	SAMPLE CONTRACT
Exhibit B	COST PROPOSAL		
Exhibit C	PROPOSAL CERTIFICATION		
Exhibit D	EXCEPTIONS AND ASSUMPTIONS		
Exhibit E	FEDERAL TERMS		

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
 - A. Addenda means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
 - B. Bid or Proposal means the offer submitted by a Bidder in response to this Solicitation.
 - C. Bidder means the person or entity submitting a proposal in response to the Solicitation.
 - D. Contract means the agreement to provide the goods and services subject to this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Bid Instructions, scope of work, specifications, all exhibits, any County clarifications and addenda, the Contractor's proposal as accepted by the County, the agreement signed by the parties, and all appendices, amendments, and exhibits referenced herein and therein.
 - E. Contractor means the person or entity awarded a Contract resulting from the Solicitation.
 - F. Solicitation means the entire Request for Proposal packet, which includes, without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
 - G. 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 the Solicitation, the words "shall," "must," or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Questions, Communications. All communications concerning the Solicitation must be in writing and directed to the Purchasing Supervisor and identify the Solicitation number, page, and section number. Bidders are to obtain written clarification from the Purchasing Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve Bidder of any responsibilities under the Solicitation or subsequent Contract. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Only answers to questions communicated in an issued Addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from the Purchasing Supervisor may be disqualified.**
3. Proposal Due Date, Time. The Purchasing Office must receive proposals at the specified location by the Proposal due date and time. Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined at the discretion of the County.
4. Format, Submission, Copies, Signature
 - A. 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), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
 - B. Proposals are to be submitted to the Purchasing Supervisor at the address identified on the Solicitation in a sealed envelope/package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside. Proposals submitted by email or fax

are not considered. Flash drives and thumb drives are acceptable. All exhibits and Addenda are signed by a person authorized to sign on behalf of Bidder. Unsigned Proposals are rejected as incomplete.

- C. Bidders shall submit **one (1) original, marked "original," four (1) hard copies, and one (1) electronic copy** of their Proposal.
- D. Proposals shall be signed by the person with legal authority to act on behalf of and bind the entity.
5. Acceptance Of Terms And Conditions. Submission of a Proposal under this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
6. Addenda. Bidders are responsible for checking for the Addenda, which will be posted on the County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. The County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Proposal Certification form and submit all signed Addenda and completed exhibits with the Proposal.
7. Addenda Conflict. If there is any conflict between the Addenda or between the Addenda and the Solicitation documents, the document issued last in time controls.
8. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. **Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal**. The absence of an identified exception or assumption on the form shall mean Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as determined in the Solicitation in every respect. Proposals with a material exception or deviation to any Solicitation requirement may be rejected.
9. Costs Proposal, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and services requested in the Solicitation on the Cost Proposal form. The total price shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the goods. All prices shall include freight FOB destination; freight included to the designated delivery point. The County is exempt from the Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees, and other charges not identified on the Cost Proposal form shall be the responsibility of Bidder.
10. Rejection, Waiver. County, in its sole discretion, retains the right, without penalty, to reject some or all Proposals or portions thereof and waive or reject any defects, informalities, or irregularities;
11. Non-Responsive Proposal. County, in its sole discretion, retains the right, without penalty, to any Proposal, in whole or in part, as nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
12. Preparation Costs. Bidder understands and agrees that the County is not responsible for any costs incurred by Bidder in the preparation or submission of a Proposal, including without limitation costs associated with demonstrating, presenting, or negotiating in response to the Solicitation.
13. Acceptance Period. All Proposals submitted in a timely manner shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.

14. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind the County until it is approved by the appropriate County level of authority and the parties execute a Contract.
15. County Right to Withdraw or Amend. County, in its sole discretion, retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to County.
16. Bidder's Withdrawal or Modification. Bidder may modify or withdraw a submitted Proposal prior to the due date and time. A request to change or withdraw a Proposal must be in writing, signed by Bidder's authorized representative, and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal's due date and time.
17. Bidder Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder and must be included in Bidder's response to the Solicitation.
18. Serial Numbers. Equipment included in a Proposal shall possess the original unaltered manufacturer's serial number. County, throughout the Contract term, reserves the right to reject any altered equipment.
19. Brand Names, Equivalents. References to manufacturers, trade names, brand names, or catalog numbers (collectively "Identifiers") in the Solicitation are intended to indicate the level of quality, design, or performance desired. Proposals with equivalent products of equal or greater quality, design, or performance may be considered. Proposals must clearly describe alternate Identifiers and indicate how they differ from the product specified in the Solicitation and include complete and sufficient descriptive literature and specifications to enable a full and fair determination of whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. The County has the sole discretion to accept or reject any like item and may require Bidder to provide additional information and/or samples. If a Proposal does not otherwise specify, it is understood that the referenced Identifiers will be provided under the Contract.
20. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall mean that only the best commercial practice prevails and that only material and workmanship of the finest quality are to be used. All interpretations of the Solicitation shall be made based of this statement.
21. Descriptive Literature. All Proposals are to include complete manufacturer's descriptive literature regarding the equipment, goods, and services proposed. Literature shall provide sufficient detail to allow full and fair evaluation of the Proposal submitted.
22. Test Models, Samples. County may request any or all Bidders to provide a test model or sample of the product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. County is not responsible for any damages that may occur to any model or sample supplied for testing.
23. Non-Exclusive Contract. County intends to award one contract and does not anticipate multiple awards. Regardless, County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of County. Contracts resulting from the Solicitation are not exclusive service agreements.
24. Firm Pricing. Prices will be firm for the Contract duration identified in the Solicitation unless the solicitation


specifically provides otherwise.

25. Applicable Laws. The Solicitation, Proposal, and Contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
26. Compliance with Laws. Contractor and its Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding, execution, delivery, and performance of the Contract, regardless of whether they are referred to by County.
27. Interlocal Purchasing Agreements. This is for information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with the County may purchase from County contracts. Bidder can agree to sell additional items at the Proposal prices, terms, and conditions to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should Bidder impose additional costs for such purchases, Bidder is to name such additional pricing as a supplement to their Proposal.
28. Discussions. The County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of and responsiveness to Solicitation requirements.
29. Interviews, Demonstrations. County reserves the right, but not the obligation, to conduct interviews and/or demonstrations with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be considered when evaluating the stated criteria.
30. Contract Terms. Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions form is considered acceptance. County reserves the right to add terms and conditions during Contract negotiations.
31. Negotiations, Award. Negotiations are scheduled at County's convenience. Should the evaluation process result in a top-ranked Proposal, County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, the County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to County.
32. Licenses, Certifications, Business Standing. All Bidders, 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 proposal and for the Contract duration. A Contractor whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSCC) must remain in good standing with the WSCC during the Contract term. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract. It must remain in good standing with the WSCC and the state where the original documents were filed.
33. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
34. Conflict of Interest. No County employee whose position in the County enables him/her to influence the

selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter 72.23 RCW.

35. Debarment. Bidder certifies, by submission of the Proposal, that Bidder fully complies with Federal, State, and County certification requirements for debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment, Suspension and implemented at 34 CFR, Part 85.
36. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violating purchasing guidelines, bribes, gratuities, and kickbacks.
37. Public Records, Confidential Information. All Proposals and other materials submitted are County property for use as it deems appropriate and subject to release pursuant to the Public Records Act (Act), Chapter 42.56 RCW. Bidders are to clearly identify in a Proposal any specific information claimed to be confidential or proprietary. If the County receives a request under the act to inspect the information clearly identified by Bidder as exempt from disclosure, the COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. COUNTY WILL RELEASE THE RECORDS UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER. COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF A BIDDER. County will not be liable to Bidder for releasing records that have been marked by Bidder as exempt.
38. Compliance with Funding Requirements. If the procurement involves the expenditure of state or federal financial assistance or grant funds, Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable even if not set forth in the Solicitation.
39. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.
40. Reference Checks. County may conduct reference checks to verify and validate Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. County may also obtain reference checks, in addition to those provided by Bidder, relevant to the Solicitation requirements and prospective working relationship with Bidder. Provide four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.
41. Protests. All protests shall comply with the procedures adopted by the Purchasing Division. KCC 4.116.050. County has no obligation to postpone Contract award pending resolution of a protest.
42. Proposal Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format identified in the Proposal Contents, Evaluation Criteria exhibit.

END OF INSTRUCTIONS

	EXHIBIT A No. 2024-034	PURCHASING DEPARTMENT 619 Division St. MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788
	SCOPE OF WORK	

Kitsap County has a population of 277,673 (2022 census), covering 396 square miles with 236 miles of saltwater shoreline. Building and population growth are predicted to continue steadily increasing in the foreseeable future. Over the last 15 years, our country has witnessed a dramatic increase in natural and manmade disasters. Kitsap County is not immune to these incidents, which create increasing potential for events that could impact lives and property. Events could include an accidental discharge of radiological material from one of the many Navy vessels based out of or in for drydock repair in Kitsap County. Severe weather, tidal surges, and evacuations due to hazardous materials are all risks we face. Evacuating critical infrastructure is another challenging event that could benefit from an effective evacuation software platform.

Wildfires represent just one of the many threats and hazards we face, but they are becoming most common and pose a significant threat to communities and people. An effective evacuation program is crucial for ensuring the safety of residents. However, various risk factors and challenges associated with wildfire evacuations need to be addressed. Successful wildfire evacuations require a comprehensive approach that addresses these risk factors and challenges.


By improving communication systems, increasing public awareness, enhancing preparedness measures, and implementing effective traffic management strategies, communities can work towards ensuring safer and more efficient evacuations during wildfire events. Emergency response agencies and residents must prioritize proactive measures that mitigate risks and promote community resilience in the face of wildfires.

The Kitsap County Department of Emergency Management (“KCDEM”) desires to obtain an evacuation software platform that will include without limitation the following features:

- Create user-identifiable zones that promote successful evacuation planning and performance.
- Enable responding agencies to react swiftly, make collaborative decisions, and communicate event status in real-time to other agencies, businesses, and the public.
- Assist response leadership in determining and communicating the proper scope of a response or evacuation, replacing guesswork with data-driven intelligence.
- Enhance safety levels for first responders and communities.
- Educate residents about evacuation protocols, community warning system (RAVE), and available resources through community outreach programs and public campaigns.
- Enhance redundancy in alerting systems and utilize various channels such as social media,

weather radios, and mobile applications to ensure timely and clear communication to residents.

- Assist in developing traffic management plans that include contraflow measures, traffic rerouting, and allocating resources for directing traffic during evacuations. Consider the needs of vulnerable populations, such as tourists or individuals without vehicle access, in traffic management strategies.
- All risk solutions with experience in incidents involving severe weather, wildfire, flooding, hurricane, and hazardous materials incidents
- Support collaboration and community engagement for planned events as well as emergency and disaster scenarios
- Allows authenticated users to create and curate polygons, points, routes, and impact areas from within an application
- Support for iOS, Android, and Windows platforms
- Allows the management of pre-planned data elements to include polygons, points, routes, and impact areas to alter data element status and/or publication to a public-facing website
- Support data state that includes internal (authenticated users) and published (viewable on a public-facing website)
- Allows Administrators to curate and publish information on a public-facing website
- Allows Administrators to edit published information in real-time
- Supports the deployment of multiple "teams" within an account and securely partitions data between said teams
- Provides direct, real-time access to customer support via telephone, text, or email
- Supports access to all entered, edited, and deleted data to support after-action analysis and/or response to public records requests
- Supports bidirectional integration to other GIS-based solutions using Esri AGOL feature layers as the integration methodology
- High availability, multi-zonal infrastructure to support scalability and resilience

	EXHIBIT B No. 2024-034	PURCHASING DEPARTMENT 619 Division St. MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788
	COST PROPOSAL FORM	

BIDDER'S NAME: _____

Complete all worksheets provided below. If necessary, copies of additional sheets may be added. Please provide the total cost for the System as identified in the solicitation.

Worksheet C-1: Summary Sheet- Project Charges				
	Description		Charges (RMS/JMS)	
1.	Hardware		\$ _____	Complete
2.	Operating Software		\$ _____	Complete
3.	Application Software		\$ _____	Complete
4.	Training		\$ _____	Complete
		Project Hours		
5.	Services			
	1. Requirements Planning and Design	_____	\$ _____	Complete
	2. Business Process Engineering	_____	\$ _____	Complete
	3. Systems Engineering	_____	\$ _____	Complete
	4. Project Management	_____	\$ _____	Complete
	5. Testing	_____	\$ _____	Complete
	6. Travel Expenses	_____	\$ _____	Complete
	7. Delivery/Handling	_____	\$ _____	Complete
	8. Data Conversion	_____	\$ _____	Complete
	9. Performance Bond	_____	\$ _____	Complete
	10. Payment Bond	_____	\$ _____	Complete
	11. Maintenance Bond	_____	\$ _____	Complete
	12. Other _____	_____	\$ _____	Complete
	13. Other _____	_____	\$ _____	Complete
	14. Other _____	_____	\$ _____	Complete
	15. Other _____	_____	\$ _____	Complete
	Total Services:	_____	\$ _____	


Worksheet C-1: Summary Sheet- Project Charges

	Discount:		\$ _____
	TOTAL PROJECT:		\$ _____
6. Maintenance – Annual Cost			
	Hardware and Software <i>(Provide 5-year breakdown)</i>		\$ _____ Year 1
			\$ _____ Year 2
			\$ _____ Year 3
			\$ _____ Year 4
			\$ _____ Year 5
	Application Software <i>(Provide 5-year breakdown)</i>		\$ _____ Year 1
			\$ _____ Year 2
			\$ _____ Year 3
			\$ _____ Year 4
			\$ _____ Year 5
7. All other cost			
	Discount:		\$ _____
	TOTAL PROJECT:		\$ _____

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

Print Name and Title of Signer: _____

Dated this ____ day of ____ 20____

	EXHIBIT C No. 2024-034	PURCHASING DEPARTMENT 619 Division St. MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788
	PROPOSAL CERTIFICATION	

All information requested below must be provided. Failure to correctly complete, sign, and return this Bidder's Certification form may cause the bid to be rejected. Bidder, through the duly authorized undersigned representative ("Representative"), makes this certification a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are accurate, complete, true and dcorrect, and made in good faith:

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal name</i>)			
Bidder's Trade Names			
Bidder's Street Address:			
Bidder's Website			
Bidder Organization Type: (Check applicable box)	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		
Federal Tax ID No.			
Washington State UBI No.			
State Industrial Acct ID No.			
Name/Title of Bidder's Representative:			
Representative's Address:			
Representatives Phone Nos			

Representative's Email Address:	
Identify all Addenda received by Bidder:	Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the individual/agency:	

Bidder certifies the following is true and correct, agrees, and will comply with the same:

1. UNDERSTANDING. Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements, and scope of the solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, the terms and conditions of the Contract and any amendments or clarifications to the solicitation and agrees to abide by the same. Bidder will make no claim against the County based on ignorance of conditions or misunderstanding of the solicitation documents or the goods and services provided.
2. ACCURACY. The County has made considerable efforts to ensure the information in the solicitation is accurate. However, it does not guarantee or warrant the information is correct, comprehensive, or exhaustive. Nothing in this Solicitation is intended to relieve the Bidder from forming their own opinions and conclusions concerning the matters addressed in the solicitation. Bidder has carefully prepared and reviewed its bid and certifies its accuracy. The County is not responsible for any errors or omissions of Bidder in preparing its bid.
3. LEGAL CONSIDERATION. Bidder shall comply with all applicable laws, ordinances, rules, and regulations for the goods and services provided under this Solicitation.
4. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before the award of this Contract unless otherwise required by law. Bidder has not attempted and shall not attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations to present a bid.
5. FIRM OFFER. The Bid Bidder certifies that its bid is a firm offer which cannot be withdrawn for **ninety (90)** days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.

6. CONFLICT OF INTEREST. Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation or prospective Contract and who was assisting in other than his or her official, public capacity. No person nor any member of Bidder's immediate family have any financial interest in the outcome of this bid.
7. NO REIMBURSEMENT. The County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response and/or samples for this solicitation. All such activities are done at the bidder's own expense.
8. PERFORMANCE. By submitting this bid, Bidder offers to furnish the goods and/or services solicited under this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
9. PUBLIC RECORDS. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be released to the requestor unless the bidder obtains a court order to enjoin disclosure under RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that the bidder has marked as exempt.
10. INSURANCE. Bidder will provide a current, valid Certificate of Insurance for each and all required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.
11. DEBARMENT. Bidder certifies as follows (must check one):
 - NO DEBARMENT. Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; OR
 - DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
12. CRIMINAL OFFENSE, CIVIL JUDGMENT. Bidder certifies as follows (must check one):
 - NO CRIMINAL OFFENSE, CIVIL JUDGMENT. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; **OR**
 - CRIMINAL OFFENSE, CIVIL JUDGMENT. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder or its officers,

directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

13. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

- NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default; **OR**
- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (must check one):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; **OR**
- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

16. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in Washington state and the jurisdiction where Bidder is organized; **OR**
- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.

17. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and the assigned Unified Business Identifier identified number above.

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered

with the Washington State Department of Revenue but if the Successful Bidder will register with the Washington State Department of Revenue, obtain a business license within 24-hours of such designation or be deemed a nonresponsive bid; OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and declines to register with the Washington State Department of Revenue. County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

18. SUBCONTRACTORS. Bidder certifies as follows (must check one):

- NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; OR
- SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

19. REFERENCES. Bidder certifies the references provided to the County have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the County. Bidder hereby authorizes the County (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder further authorizes such individuals and firms to provide references and release such information to the County.

20. REQUIRED LICENSES/CERTIFICATIONS. Bidder certifies that Bidder is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the bid and will remain so throughout the Contract term.

21. AUTHORIZATION. By signing below, Bidder certifies that he/she is an authorized representative of the Bidder; is authorized to submit this bid and make these certifications on behalf of Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

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

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____



**EXHIBIT D
No. 2024-034**

PURCHASING DEPARTMENT
619 DIVISION ST. MS-7
PORT ORCHARD, WA 98366
PHONE: (360) 337-4788

EXCEPTIONS AND ASSUMPTIONS FORM

BIDDER'S NAME: _____

The County does not intend to change 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 or request an exception or assumption may result in a proposal being deemed nonresponsive. Offerors shall identify all exceptions and/or assumptions requested to any terms, conditions, and specifications of the solicitation. The exemption/assumption and associated document must be clearly identified in the table below and returned with the proposal. 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. Unless an exception/assumption has been identified below, Bidder agrees to accept and comply with all terms and conditions in the solicitation documents and resulting contract.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS *(attach additional pages if needed)*:

Identify All Exceptions and Deviations <i>(check one)</i>					
<input type="checkbox"/> No Exceptions Requested: Bidder is not requesting exceptions to the solicitation and associated documents.					
<input type="checkbox"/> Offeror requests the exceptions and/or assumptions identified below:					
NO	SECTION, PAGE, AND REFERENCE	EXCEPTION OR ASSUMPTION TAKEN	PROVIDE THE BASIS FOR EXCEPTIONS, ASSUMPTIONS	PROPOSED ALTERNATE LANGUAGE	PRICE AND SCHEDULE IMPACT
1.					
2.					
3.					
4.					
5.					
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8.					
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11.					
12.					
13.					
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16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title

	EXHIBIT E NO. 2024-034	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Purchasing@co.kitsap.wa.us
	FEDERAL CONTRACT TERMS	

To the extent applicable, the following provisions apply to this contract:

1. **FUNDING.** This solicitation and any resulting Contract are subject to the terms and conditions in the Washington Military Department Homeland Security Grant Program agreement E23-104 (“22SHSP”), which is incorporated herein in full by reference. The Contractor shall comply with all applicable terms and conditions of 22SHSP.

2. **REMEDIES.** All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.

3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

 - b. Such action shall include, but not be limited to, the following:
 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

 3. Contractor will not discharge or, in any other manner, discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Secretary of Labor's rules, regulations, and relevant orders.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued under section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, *Provided*, That if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
5. COPELAND ANTI-KICKBACK ACT.
 - a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. RIGHTS TO INVENTIONS. All materials produced under this contract shall be

considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the County.

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**
 - a. Clean Air Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. **DEBARMENT AND SUSPENSION.** If this contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Bid is valid and throughout the period of any contract that may arise from this Bid. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **PROCUREMENT OF RECOVERED MATERIALS.** In contract performance, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the contract performance schedule; ii) meeting

contract performance requirements; or iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/mm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **ACCESS TO RECORDS.** Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the County and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
12. **CONTRACT AMENDMENTS.** This contract may only be amended upon the mutual written agreement of the parties.
13. **DHS SEAL, LOGO, AND FLAGS.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
14. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** Contractor acknowledges that federal grant money will be used to fund all or a portion of the contract. The contractor will comply with all applicable laws, regulations, executive orders, federal policies, procedures, and directives.
15. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.
16. **PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
17. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to this certification and disclosure, if any.

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

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____



Meeting Date:
Agenda Item No:

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



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION <small>(for Contract Signing Authority, see KCC 3.56.075)</small>	
1. Contractor	[Contractor Name]
2. Purpose	_____
3. Contract Amount	\$[Contract Amount] Disburse <input type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	_____
5. Contract Administrator	[County Rep Name] Phone [County Rep Phone]
Approved:	_____ Date _____
Department Director	
B. AUDITOR – Accounting Information	
1. Contract Control No.	[Contract Number]
2. Fund Name	[Funds Source]
3. Payment from/Revenue to Program/Revenue or Spend Category	_____
Reviewer	_____ Date _____
4. Comments:	_____
C. AUDITOR – Grant Review <small>Signature only required if grant funded contract</small>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	_____ Date _____
Reviewer	_____ Date _____
2. Comments:	_____
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	_____ Date _____
Reviewer	_____ Date _____
2. Comments:	_____
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <small>Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)</small>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	_____ Date _____
Reviewer	_____ Date _____
2. Comments:	_____
F. HUMAN RESOURCES – Human Resources Director Review <small>Signature only required if union or employment contract</small>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	_____ Date _____
Reviewer	_____ Date _____
2. Comments:	_____
G. INFORMATION SERVICES – Information Services Director Review <small>Signature only required if technology contract</small>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	_____ Date _____
Reviewer	_____ Date _____
2. Comments:	_____
H. PROSECUTING ATTORNEY	
1. <input type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	_____ Date _____
Reviewer	_____ Date _____
2. Comments:	_____

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

Date _____
[Contract Preparer] @ MS-

	EXHIBIT I NO. 2024-034	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Purchasing@co.kitsap.wa.us
	GOODS AND SERVICES CONTRACT	

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 Contractor's obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3. Title and Risk of Loss. Title to all Goods and Services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for Goods will pass to the County when the County actually receives and accepts the Goods at the point of delivery. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All Goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.
- 5.4. Damage to County Property. The Contractor shall perform all work so that no damage to any County buildings or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.
- 5.5. Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.
- 5.6. Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the County against defects in material and workmanship. The Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period, unless the defect was caused solely by misuse of the County.

SECTION 6. INDEMNIFICATION

- 6.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising 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. 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. The Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
- 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 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 is not 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 the 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. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 15.9. Counterparts/Electronic Signature. 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. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 15.10. 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.
- 15.11. 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).
- 15.12. 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.

15.13. 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 _____, 2024

Dated this ____ day of _____, 2024

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

SIGNATORY NAME
SIGNATORY TITLE

Print Name

Title