	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	



REQUEST FOR PROPOSALS 2025-002

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

SILVERDALE REGIONAL CENTER SUBAREA PLAN AND DESIGN STANDARDS

RESPONSE DEADLINE: TUESDAY, JANUARY 28, 2025, AT 3:00 PM

SERVICES REQUESTED


Kitsap County, by and through the Department of Community Development, is seeking a qualified consultant to assist in updating the County's Silverdale Regional Center Subarea Plan (SAP) and associated Silverdale Design Standards.

The SAP and Design Standards update will advance the County's planning efforts in the Regional Center, meet PSRC's requirements and framework for a Regional Center, and help Silverdale grow and evolve consistent with the County's vision for the area.

CALENDAR OF EVENTS

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

Event	Completion Date, Time, and Location
Issuance of Solicitation	Friday, Jan 3
Written Questions Due	Monday, Jan 13
Addendum Issued	Monday, Jan 20
Submission Deadline	Tuesday, Jan 28 @ 3:00 PM
Contract Executed	Approximately Monday, February 17
Estimated Start Date	Feb 18, 2025

	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	

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

SUBMIT OFFERS TO:

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

Mail address

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

Physical address


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

Phone: (360) 337-4789

Email: purchasing@co.kitsap.wa.us

Website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	

PROJECT OVERVIEW

Kitsap County seeks professional services to assist with updating the County’s existing Silverdale Regional Center Subarea Plan (SAP) and associated Design Standards. This update will advance the vision for the Regional Center to evolve from its current development pattern to a vibrant, dense, and walkable urban area. A premium will be placed on consistency with PSRC’s Regional Centers Framework and ensuring that Silverdale is recertified by PSRC in 2025 as a Regional Center.

Consultants will work with a county team, including staff from the Department of Community Development (DCD) and Public Works with expertise in transportation, utilities, and planning. The Silverdale Regional Center Plan Chapter was recently updated as part of the 2024 Comprehensive Plan. The consultant will build upon the recently updated SAP to produce a stand-alone Silverdale Center Plan that identifies and include additional data, mapping, public investment, and specific implementation items. Regulatory updates and incentives may also be proposed for adoption.

In concert with the SAP, the Silverdale Design Standards will be updated. The County may subsequently codify the design standards document. The Design Standards should simplify and consolidate design districts, with form-based standards for building frontages, block frontages, open space, pedestrian circulation, streets, and parking.


The consultant will work closely with the County to establish the vision and direction for these updates. The County will lead outreach efforts, with technical assistance from the consultant.

SCOPE OF WORK

The scope of work (SOW) includes tasks and activities assumed necessary to meet the objectives of this project. Additional tasks may be identified as part of the scope/contract negotiations upon selection of a consultant team. For the purposes of this RFP, the following areas of work are assumed and included in this proposed SOW:

Silverdale Regional Center Subarea Plan: This task will build upon the existing Silverdale Regional Center Subarea Plan (last updated in 2024) and generally include the following components:

- Create a new SAP document that incorporates recently-adopted elements of the current SAP.
- Build upon the existing Plan to be more granular and specific with action items and projects.
- Identify opportunities and funding for new civic uses, gathering spaces/parks, and other public investments.
- Work with County to conduct an analysis for citing of public facilities (eg, community/senior center, Sheriff’s precinct)

	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	

- Identify and map roadway and corridor types with proposed standards for building facades, sidewalks, landscaping, street trees, setbacks, etc.
- Include various new maps and graphics such as a block frontage map and street sections for priority corridors. These may overlap with the design standards task
- Identify and map potential multi-modal improvement projects; create an alignment and strategy for an east-west multiuse pathway, with a crossing over Clear Creek; and evaluate connections of improvements to Kitsap Transit services, including potential water transit considerations.
- Integrate the findings and recommendations of the Market Study (will be completed in March of 2025 under a separate project/contract)
- Create guiding framework for a wayfinding program in Silverdale.

Silverdale Design Standards and Code Development: This task will update the existing Silverdale Design Standards Document (last updated in 2008) and generally include the following components:

- Consolidate existing design district from 9 to 3-4.
- Prepare easily understandable design standards with an emphasis on urban form such as block frontage standards, through-block connections, and open space. Standards should be prepared in a format that is possible to codify.
- Prepare new 'redevelopment code' to be used when constrained sites (eg, strip malls) wish to redevelop but do not have space available to meet current development requirements or where meeting one requirement comes at the expense of another (eg, parking, landscaping, frontage improvements).

Outreach

Outreach will be led by the County, with minimal role expected for the Consultant. The County will create a community engagement plan and will work with the consultant team to identify best practices and to create surveys and materials for community visioning. While many outreach efforts will be led the County, it is expected that the consultant team may attend one public engagement sessions and up to two work studies with the Planning Commission and/or Board of Commissioners.

BUDGET ESTIMATE


\$160,000

CONTRACT TERM

Services are expected to begin February 18, 2025 with anticipated project completion by December 31, 2025.

Submittal Requirements

It is the submitter's responsibility to deliver the document to the proper address by the assigned time. Kitsap County accepts no responsibility for lost or misdirected submittals.

	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	

Kitsap County reserves the right to reject any or all proposals and waive any irregularities. The County is not liable for any costs incurred by the consultant before issuance of a contract. All costs incurred in responding to this RFP are solely the responsibility of the consultant. All materials submitted in response to this RFP become the property of Kitsap County, are public record, and will not be returned.


- Submit one electronic PDF file of the submittal.
- Submittals must be written in no less than 11-point font on letter-size paper with one-inch margins. Limit proposals to a maximum of thirty (30) pages, excluding references and resumes.
- Submit names of project team members, their related experience specific to, Comprehensive Planning, Subarea Planning, Washington State GMA, understanding of the Comprehensive Plan, and their expected roles in this project. List the anticipated percentage of time the project manager will have available for this project. Please identify the portions of the project anticipated to be performed by sub-consultants and who they are.
- Submit three references from jurisdictions with similar projects performed by the firm/team under a similar scope of work and budget.
- Submit the proposed approach and methodology to the scope of work, a suggested work program outline, schedule, deliverables, and budget for all phases.
- Submit a description of how the consultant team provides quality control and review to assure adequate level of service, cohesive work documents, and successful project completion and management.

Submittals not following these requirements will be considered unresponsive and will not be considered.

Please submit proposals by email to:

Glen McNeill
 Kitsap County Department of Administrative Services
 Purchasing Office
 614 Division Street MS-7
 Port Orchard, WA 98366
 Phone: (360) 337-4789
 Email: purchasing@co.kitsap.wa.us
 Website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>

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

	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	

Selection Process

Kitsap County intends to select a consultant based on the qualifications and abilities of the firm/team and key staff. Respondents may be individual firms or teams (with an identified prime contractor) as appropriate to meet the specific needs of the project.

A two-step selection process will be used, unless the County elects to directly award after review of responses to Selection Criteria:

Step One:

After proposals are received by the County's Purchasing Office, a selection committee will rank each submittal against the scoring criteria as shown below. The County reserves the right to weight each criterion as it deems appropriate.

SELECTION CRITERIA

Selection shall be based on the following:

- | | |
|---|-----------|
| 1. Firm qualification, relevant experience, and technical knowledge | 30 points |
| 2. Project approach and understanding | 20 points |
| 3. Project budget | 20 points |
| 4. Project schedule and management techniques | 20 points |
| 5. Project manager and team organization | 10 points |


Total possible score: 100 points

Step Two:

When step one ranking is completed, one or more firm(s) will be invited for a 60-minute interview with the selection committee. Each candidate firm will be allotted a maximum of 30-minutes for presentation followed by 30-minutes for questions from the County and discussion.

The presentation should focus on how the candidate firm can best meet the needs of Kitsap County. The selection committee will evaluate each interview as to the firm's ability to fulfill those needs.

The firm given the best evaluation will be invited to negotiate with the County for the project contract. If negotiations are unsuccessful, the County reserves the right to negotiate with the next highest ranked firm or to select no firm and terminate the selection process.

 The seal of Kitsap County, Washington, featuring a central figure (likely a Native American) within a circular border containing the text "KITSAP COUNTY" at the top and "WASHINGTON" at the bottom. The numbers "18" and "57" are also present on the left and right sides of the seal respectively.	REQUEST FOR PROPOSALS	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366
	SUBMITTAL INSTRUCTIONS	

Direct award after Review of Responses to Selection Criteria; No Interview:

The County, at its sole discretion, may choose to skip the interview process and go straight to negotiations based on the strength of a written proposal alone.

APPENDICES

Appendix A, Bidder Certification Form

16

Appendix B, Exceptions and Assumptions Forms

18

Appendix C, References

20

Appendix D, Professional Services Contract

21

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

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

2. DUE DATE AND TIME. All offers must be received by the Kitsap County Purchasing Department at the specified location by the offer due date and time. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected.
3. ACKNOWLEDGMENT. The Bidder Certification Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offer may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) electronic copy (flash/thumb drive)** of their offer with their submittal.
4. ACCEPTABLE FORMATS. Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat).

Requests to submit files in another format shall be directed to the Purchasing Program Supervisor.

5. ELECTRONIC DOCUMENTS. The solicitation is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.
6. SUBMISSION. Offers must be submitted to the Purchasing Program Supervisor by email and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County.
7. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).
8. QUESTIONS, COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Program Supervisor. Written questions will be accepted until the date and time identified on the solicitation face sheet. All correspondence related to this solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Program Supervisor regarding any inadequacy, omission, or conflict prior to submitting and offer. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Program Supervisor. Substantive questions and answers are posted on the Kitsap County website. It is the responsibility of the offeror to assure that they received responses to questions if any are issued. *All oral communications are unofficial and nonbinding on the County.* Offerors that directly communicate with other county staff regarding this solicitation without prior authorization from the Purchasing Program Supervisor may be disqualified.
9. ADDENDA, APPENDICES. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the offeror's responsibility to check for addenda and appendices. Offerors shall acknowledge receipt of all addenda on the Bidder Certification Form (Appendix A) and complete and submit all solicitation appendices with the offer. Offers that do not comply with this section may be rejected as non-responsive.

10. EXAMINATION OF SOLICITATION AND SITE. By submitting an offer, the offeror certifies they have considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; carefully read and understood the solicitation package, conditions, and technical requirements, and has full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
11. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
12. PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the offerors own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
13. PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
14. OFFER ACCEPTANCE PERIOD. Offers must remain open and valid, and may not be redrawn or amended, for at least **120 calendar days** following the offer due date and time. The County may request an extension of the offer acceptance period.
15. COUNTY RIGHT TO WITHDRAW OR AMEND. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control.
16. DELAYS. The County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation fact sheet if it is advantageous to the County to do so.
17. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES.
 - All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular

and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

- Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the Purchasing Program Supervisor may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Program Supervisor if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) does not constitute a substantial reservation against a requirement or provision.
18. NON-RESPONSIVE OFFERS. The County may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.
 19. ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.
 20. OFFEROR WITHDRAWAL OF OFFER. Offerors may modify or withdraw a submitted offer prior to the offer due date and time. A request to modify or withdraw an offer must be *in writing*, signed by an authorized representative of the offeror, and submitted to the Purchasing Program Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the offer due date and time. Negligence or mistakes in preparing an offer confers no right of withdrawal or modification after the due date and time.
 21. EXCEPTIONS AND ASSUMPTIONS. Offers in strict compliance with the solicitation are desired. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption Form (Appendix B). If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumptions shall mean offeror meets all solicitation requirements and accepts all terms of the solicitation in every respect.
 22. SERIAL NUMBERS. Offers which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
 23. BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item

and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.

24. SPECIFICATIONS. The apparent silence of the specification in the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.
25. DESCRIPTIVE LITERATURE. All offers shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
26. FIRM PRICING. Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
27. NON-EXCLUSIVE CONTRACT. The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
28. CONFLICT OF INTEREST. Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
29. APPLICABLE LAWS. Interested parties are advised that all contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
30. LICENSES AND CERTIFICATIONS. Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.
31. PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers and other records submitted to the County in response to this solicitation become the property of the County and subject to inspection and copying under the Public Records Act (Act), Chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be proprietary or confidential under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt. If the County receives a request under the Act to inspect or copy the pages that has been identified by the offeror as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. If no pages have been identified by the offeror as exempt, the County is under no obligation to notify the offeror of the request. The County will not assert any exemption on behalf of the offer, nor will the County be liable to the offeror for releasing records that have been marked by the offeror as exempt.
32. INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental

Cooperative Purchasing Agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.

33. GRATUITIES AND KICKBACKS. By signing the Bidder Certification Form (Appendix A), the offeror certifies that neither the offeror nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.
34. NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
35. DISCUSSIONS. The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
36. INTERVIEWS. The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
37. NEGOTIATIONS. Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked offeror, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
38. REFERENCE CHECKS. The County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County not including the referenced experience in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.
39. PERSONNEL. It is essential the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

40. PROTESTS. Protests of this solicitation must be filed with the Purchasing Program Supervisor within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Program Supervisor within five (5) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. To be considered, a protest shall be in writing, addressed to the Purchasing Program Supervisor, and include:
- The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror.
 - The signature of the protester or its representative.
 - The solicitation number and title under which the protest is submitted.
 - A detailed statement of the legal or factual grounds of the protest including any supporting documentation.
 - The specific ruling or relief requested.

END OF INSTRUCTIONS TO OFFERORS

	APPENDIX A BIDDER CERTIFICATION	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Purchasing@co.kitsap.wa.us
---	--	---

All information requested below must be provided. Failure to properly 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 as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal</i> name)			
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:	<i>Identify the state where the corporation, LLC, or partnership is formed – eg, 'Washington' if domestic, or the name of the state if not in Washington</i>		
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:		

1. UNDERSTANDING. Bidder certifies that 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, and 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 upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.
2. ACCURACY. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. LEGAL CONSIDERATION. Bidder understands and acknowledges that it is the Bidder's responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
4. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder

from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

5. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder certifies that Bidder has not, either 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 for the purpose of 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 certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any 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 for the purpose of presenting a bid.
6. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **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.
7. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, 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. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
8. NO REIMBURSEMENT. Bidder certifies that Bidder understands that 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.
9. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. 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 that has been 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 pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. 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 have been marked by the bidder as exempt.

11. INSURANCE. Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the 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.

12. DEBARMENT. Bidder certifies as follows (must check one):

- No Debarment. Bidder and/or 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/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports, 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.

18. 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 has identified its Unified Business Identifier (UBI) 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 designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County 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 Bidder declines to register with the Washington State Department of Revenue. *Note:* 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.

19. 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. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

20. 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.

21. 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.

22. AUTHORIZATION. The undersigned certifies that he/she is an authorized representative of the Bidder identified above; is authorized to submit this bid and make these certifications on behalf of the 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



**APPENDIX B
EXCEPTIONS AND ASSUMPTIONS**

Purchasing Department
 619 Division St., MS-7
 Port Orchard, WA 98366
 Phone: (360) 337-4789
Purchasing@co.kitsap.wa.us

BIDDER'S NAME: _____

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

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS (*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	Language to which an Exception or Assumption taken	Provide bases for all Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title



**APPENDIX C
CONTRACTOR REFERENCES**

Purchasing Department
619 Division St., MS-7
Port Orchard, WA 98366
Phone: (360) 337-4789
Purchasing@co.kitsap.wa.us

BIDDER'S NAME: _____

BIDDERS: Provide at least three (3) references that can verify the Bidder's experience and ability to provide the goods and services identified in the solicitation.

Agency Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Agency Name:	Contract Period:
Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Agency Name:	Contract Period:
--------------	------------------

Contact Person (<i>Name and Title</i>):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Bidder's Signature (*Authorized Representative*):

Print Name and Title of Signer: _____

Dated this _____ day of _____, 20

EXHIBIT D: Sample contract

CONTRACT NO. [Contract Number] Professional Services Contract

This Professional 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 [Contract Start Date] and terminate [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. SERVICES

- 2.1. Scope of Work. The Contractor shall provide all “Services” identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.
- 2.2. Contract. “Contract” means this Contract and any exhibits, amendments, 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.
- 2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. “Personnel” means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.
- 2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County’s reasonable satisfaction and according to the schedule agreed to by the parties.
- 2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1. 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, which is incorporated herein by reference.

- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. 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, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. 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. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and 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, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for 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: (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 failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, 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 Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. 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 Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions 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.

- 5.2. 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 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.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. 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, and 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 of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. 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 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 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 this Section, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section 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 this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim 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.
- 6.3. 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.
- 6.4. Automobile Liability.
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.5. 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 this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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.
- 6.10. 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 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, Washington 98366.

- 6.11. General. 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.
- 6.12. 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 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. 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 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not 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. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. 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 material 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.
- 8.5. 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. The Contractor shall have complete responsibility and control over its Personnel. 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 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 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. 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.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or 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. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. 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.
- 10.2. 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.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. 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 Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.

- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this 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 available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If 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 reasonable satisfaction of the County.
- 11.2. 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.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional 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 Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. 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.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. 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.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, 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 such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW, DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, 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.
- 12.2. 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 13. PREVAILING WAGE

[Prevailing Wage]

SECTION 14. GENERAL PROVISIONS

- 14.1. 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.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. 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.
- 14.5. 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. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. 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.
- 14.7. 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.

- 14.8. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.9. 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 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.10. 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 and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.11. 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 _____, 2023 Dated this ____ day of _____, 2023

CONTRACTOR NAME

KITSAP COUNTY, WASHINGTON

Signature

SIGNATORY NAME

SIGNATORY TITLE

Print Name

Title

Dated this ____ day of _____, 2023 Dated this ____ day of _____, 2023

CONTRACTOR NAME

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Signature

CHARLOTTE GARRIDO, Chair

Print Name

ROBERT GELDER, Commissioner

Title

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ATTACHMENT A
SCOPE OF WORK

Purpose

Objective

Scope

Requirements

Technical Considerations

Schedule/Deliverables

Compliance/Acceptance

Warranties

Support/Maintenance

ATTACHMENT B
COMPENSATION

Payment amount and schedule is set forth below.

ATTACHMENT C
SPECIFIC TERMS AND CONDITIONS