

	2026-019 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 Designated Marketing Organization

The Kitsap County Board of Commissioners invites proposals from qualified organizations to establish a Designated Marketing Organization (DMO) for Kitsap County.

In accordance with RCW 67.28.1816, lodging tax revenues may be used by DMOs for tourism marketing; marketing and operations of special events and festivals designed to attract tourists; or supporting the operations and capital expenditures of tourism-related facilities owned or operated by municipalities, public facility districts, and certain non-profit organizations. The selected DMO will serve as the County's official entity for the promotion of tourism, responsible for the efficient and effective use of lodging tax revenues awarded by the County. The successful proposer will be eligible to receive an annual allocation of the current year's available Lodging Tax (Stadium Fund) revenues for the length of the contract, as determined through the County's annual application and interview process. The selected DMO will receive a minimum of \$500,000 or 50% of the current year's available funds, whichever is greater.

The mission of the DMO will be to foster sustainable tourism and economic growth while honoring and preserving the county's natural beauty, maritime heritage, Indigenous cultures, and small-town character. The DMO will be expected to operate with a tourism-business mindset and to function as an independent, legally recognized nonprofit organization, setting and managing its own strategic direction, governance, and operational structure in compliance with RCW requirements.

The selected DMO shall apply annually for its allocation of the Stadium Funds and may apply for additional funding above the annual allocation consistent with RCW 67.28.1816, shall participate in the County's Lodging Tax Advisory Committee (LTAC) process as outlined in RCW 67.28.1817, and shall collaborate with community partners to promote tourism activities, programs, and events throughout Kitsap County and beyond.

Contract Term: This will be a three-year contract with the option of two one-year extensions.

Schedule of Events: The following is 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	Monday August 10, 2026
Written Questions Due	Monday August 24, 2026 @ 2:00 PM
Addendum Issued	Wednesday September 2, 2026
Proposal Due Date	Wednesday September 9, 2026 @2:00 PM
Demonstrations	Will Schedule if Deemed Necessary

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

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

Email: Purchasing@co.kitsap.wa.us
www.kitsapgov.com/das/pages/online-bids.aspx

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 HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION. NEGLIGENCE IN PREPARING A PROPOSAL CONFERS NO RIGHT OF WITHDRAWAL AFTER THE PROPOSAL DUE DATE AND TIME.

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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/or services that are the subject of 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 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. DMO means Designated Marketing Organization.
 - G. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
 - H. 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. Pre-Proposal Conference, ADA Accommodations. County may hold a pre-proposal conference to answer questions regarding the Solicitation requirements. Requests for reasonable ADA accommodations should be directed to the Purchasing Supervisor at least five (5) days prior to the pre-proposal conference date.
3. Questions, Communications. All communications concerning the Solicitation must be in writing 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.**

4. Proposal Due Date, Time. Proposals must be received by the Purchasing Office 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 in the discretion of the County.
5. 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", **one (1) hard copies**, and **one (1) electronic copy** of their Proposal.
- D. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
2. Partnership. Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature).
3. Limited Liability Company. Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
4. Joint Venture. Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
6. Acceptance Of Terms And Conditions. Submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
7. Addenda. Bidders are responsible for checking for Addenda, which will be posted on County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. 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.
8. 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.
9. 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 identified in the Solicitation in every respect. Proposals with a material exception or deviation to any Solicitation requirement may be rejected.
10. Costs Proposal, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. 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 goods. All prices shall include freight FOB destination, freight included to the designated delivery point. County is exempt from 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.

11. Rejection, Waiver. County in its sole discretion retains the right, without penalty, to reject some or all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities.
12. 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/or 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.
13. Preparation Costs. Bidder understands and agrees 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.
14. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
15. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
16. 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.
17. Bidder's Withdrawal or Modification. Bidder may modify or withdraw a submitted Proposal prior to the due date and time. A request to modify 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 due date and time.
18. 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.
19. 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.
20. 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 it differs 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. 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.
21. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall mean 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 Solicitation shall be made based of this statement.

22. 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.
23. 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.
24. 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.
25. Firm Pricing. Prices will be firm for the Contract duration identified in the Solicitation unless the solicitation specifically provides otherwise.
26. 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.
27. 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.
28. 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 has the option to agree to sell additional items at the Proposal prices, terms, and conditions, to other eligible governmental agencies. 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.
29. Discussions. 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.
30. Interviews, Demonstrations. County reserves the right, but not the obligation, to conduct interviews and/or demonstration 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 taken into consideration when evaluating the stated criteria.
31. 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.

32. 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, 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.
33. Licenses, Certifications, Business Standing. Bidders, 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 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 (WSSC) must remain in good standing with the WSSC during the Contract term. An out-of-state firm must file necessary documents with the WSSC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSSC and the state where the original documents were filed.
34. 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.
35. 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.
- Bidders must disclose any actual, potential, or perceived conflicts of interest that could compromise, or appear to compromise, their ability to perform the duties of a Designated Marketing Organization in an impartial and objective manner. Failure to disclose a conflict of interest may result in disqualification from consideration or termination of the agreement.
36. 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.
37. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
38. 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, 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.
39. 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.

40. 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.
41. 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 three (3) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.
42. 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.
43. 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 SCOPE OR WORK

1. Mandate for Unified Destination Marketing

Purpose:

Kitsap County seeks to unify all county-funded tourism marketing efforts under a single Designated Marketing Organization (DMO) to ensure consistent branding, strategic promotion, and efficient use of lodging tax funds.

Mandate:

The selected DMO will serve as the exclusive entity responsible for countywide destination marketing and tourism promotion. This includes developing and implementing marketing strategies, managing campaigns, representing Kitsap County at the State level and coordinating with local stakeholders to promote Kitsap County as a premier destination for leisure, business, and group travel.

Requirements:

- The DMO shall act as the central coordinating body for all Kitsap County tourism marketing funded by lodging tax revenues.
- The DMO shall coordinate and provide consultation as needed on all County-funded tourism marketing activities to maintain brand consistency and avoid duplication.
- The DMO must collaborate with local jurisdictions, businesses, and tourism partners to ensure equitable representation of all areas within Kitsap County.
- **Contractual Obligation:**
This mandate will be incorporated into the resulting contract. Failure to comply with this requirement may result in termination of the agreement.

2. Mission and Vision

- **Mission:** To cultivate sustainable tourism and economic vitality while preserving the natural beauty, maritime heritage, Indigenous cultures, and small-town charm of Kitsap County.
- **Vision:** To establish Kitsap County as a premier year-round destination, recognized for exceptional outdoor recreation, rich cultural heritage, and a strong commitment to protecting and showcasing its natural environment.

3. Objectives

- **Increase Tourism:** Develop and implement marketing strategies to attract both domestic and international visitors.
- **Economic Growth:** Generate economic benefits for the local community through tourism-related activities.
- **Sustainability:** Promote sustainable tourism practices that preserve the environment and cultural heritage.
- **Community Engagement:** Collaborate with local businesses, government agencies, and community groups to enhance the visitor experience.

4. Key Responsibilities

- Establish governance and operational structure for the nonprofit DMO.
- Create measurable goals for tourism growth and community engagement.
- Maintain transparent financial reporting, including documentation of partnerships and funding contributions.
- Submit detailed reports to Kitsap County outlining activities, outcomes, and reimbursement requests.

5. Key Activities

- Develop and implement a strategic plan for tourism promotion and destination marketing.
- Collaborate with the visitor industry to leverage resources and optimize results.
- Brand Management. Create and maintain a strong, positive image of the destination.
- Manage and report all collaborative funding efforts to Kitsap County when submitting for reimbursement.
- Apply annually for Stadium Funds, participate in the interview process, and ensure compliance with all county requirements.
- Promote Kitsap County as a premier destination through marketing campaigns, event support, and partnerships. Stakeholder coordination. Work with hotels, event venues, and local business to boost tourism.
- Collaborate with organizations in developing and implementing a coordinated utilization plan for rack cards across various transit systems throughout Kitsap County. This collaboration should support and enhance countywide marketing efforts, promote local tourism, and ensure consistent, effective distribution of promotional materials.

6. Performance Measures

a. Visitor Volume & Economic Impact

- Measure: Year-over-year increase in visitor numbers to Kitsap County.
- Target: Percentage growth based on baseline data (e.g., 3–5% annually).
- Data Source: Tourism surveys, lodging tax reports, and visitor center data.

b. Lodging Tax Revenue

- Measure: Growth in lodging tax collections as an indicator of overnight stays.
- Target: Annual increase aligned with county tourism goals.
- Data Source: County lodging tax reports.

c. Marketing Reach & Engagement

- Measure: Digital marketing metrics such as website traffic, social media engagement, and campaign impressions.
- Target: Specific benchmarks (e.g., 10% increase in unique website visitors, 15% increase in social engagement).
- Data Source: Analytics reports from platforms and DMO marketing dashboards.

d. **Event & Conference Attraction**

- Measure: Number of new events, conferences, or group tours secured for Kitsap County.
- Target: Minimum number of events per year (e.g., 5–10 new events).
- Data Source: Event contracts and DMO activity reports.

e. **Visitor Satisfaction**

- Measure: Average satisfaction rating from visitor surveys.
- Target: Maintain or improve satisfaction score (e.g., 85% positive feedback).
- Data Source: Post-visit surveys and feedback forms.

f. **Return on Investment (ROI)**

- Measure: Ratio of marketing spend to economic impact generated.
- Target: ROI benchmark established by industry standards (e.g., \$10 return for every \$1 spent).
- Data Source: Financial reports and economic impact studies.

g. **Local Business Engagement**

- Measure: Number of partnerships with local businesses and tourism stakeholders.
- Target: Increase partnerships by a set percentage annually.
- Data Source: DMO partnership records.

7. **Digital Infrastructure and Tourism Software, Centralized Requirements.** The DMO shall procure, host, and maintain a professional-grade tourism management software platform and destination website and serve as the primary destination portal for Kitsap County tourism. The DMO shall be responsible for the following technical and collaborative infrastructure:

- **Tourism Software & Master Calendar:** The DMO must have and maintain professional-grade tourism software to host a master countywide calendar of events.
- **Universal Data Integration:** The DMO website must permit and display advertising and event data from all tourism-related organizations, businesses, and event organizers within Kitsap County, regardless of whether they receive County lodging tax or tourism funding.
- **Calendar of Events:** The DMO shall maintain a comprehensive countywide master calendar.
 - Each listing must provide essential event details.
 - Each listing must provide a direct outbound link to the specific third-party vendor's website for information or ticket purchases.
- **Stakeholder Collaboration:** The DMO shall offer a "Partner Portal" or similar collaborative tool allowing local organizations within the County to submit events and marketing data for inclusion on the main site.
- **Collaborative Mandate:** The DMO must actively collaborate with all other organizations within the County to ensure their events are represented. Anyone visiting the DMO website should be able to find a clear link to any local vendor's specific events or business information.
- **Branding:** The Kitsap County logo must be prominently displayed on the website (e.g., in the footer or "About" section) to signify the public-private partnership.

- **Emergency Alert.** The DMO shall maintain the capability to post emergency alerts or visitor-safety banners on the website homepage within two (2) hours of a request by County staff.
 - **Mandatory Referral Linking:** For all listed events, the DMO shall provide a direct link to the specific external vendor's event page or ticketing platform. The DMO's role is to act as the "Main Face" and a referral source, not to displace the independent digital presence of local vendors. Outbound links to third-party vendors must be direct and provided without additional "per-click" fees or forced use of DMO-specific transaction software, ensuring the DMO remains a pure referral source.
8. **Website Content Standards and objectionable Content.** To protect the County's reputation and ensure the neutral promotion of the destination, the following standards apply to the DMO website:
- **Content Restrictions:** The website shall be dedicated exclusively to tourism promotion. The DMO shall strictly prohibit content that is:
 - **Political:** No endorsement of candidates, political parties, or specific legislative agendas.
 - **Objectionable:** No content that is defamatory, obscene, pornographic, or promotes illegal activities.
 - **Discriminatory:** No content that violates state or federal anti-discrimination laws.
 - **County Oversight and Removal Standard:** The County reserves the right, but not the obligation, to review the DMO website at any time. If the County, in its sole discretion, determines any content to be "Objectionable" (based on the standards above), the DMO must remove or modify the content within twenty-four (24) hours of receipt written notice from the County.
9. **Intellectual Property and Termination Assets**
- **Ownership:** The DMO shall retain ownership of the website domain, proprietary software licenses, and the underlying website architecture. The County does not claim ownership of the DMO's private assets.
 - **Data Portability:** In the event of termination, the DMO shall provide the County with a "Data Export" in a standard format (e.g., .CSV or .JSON) containing all event listings, historical marketing data, and contact lists generated through the use of County funds.
 - **Transition:** Upon termination, the DMO agrees to maintain a "Notice of Change" on the website for 60 days, redirecting users to a new URL designated by the County.
 - **Media:** All photography, videography, and digital creative assets produced using County funds shall be delivered to the County in high-resolution format upon request or contract termination. The County shall maintain a perpetual, royalty-free license for the use of these assets.
10. **Digital Accessibility and Legal Compliance.** To the extent Services or Work Product include electronic documents (e.g., PDFs, reports), software, or web content, Contractor warrants such items shall comply with current Web Content Accessibility Guidelines (WCAG) developed by the World Wide Web Consortium. Contractor shall promptly remediate any non-conformance at its sole expense. For Work Product intended for public use or distribution, Contractor shall provide accessible versions meeting these standards simultaneously with initial delivery. Contractor shall provide a Voluntary Product Accessibility Template (VPAT) upon request. This warranty survives County's acceptance of Work Product and Contract termination or expiration, to ensure County compliance with Title II of the Americans with Disabilities Act, 28 CFR Part 35, Subpart H, and the DOJ's 2024 Final Rule (89 FR 31320).

EXHIBIT B PROPOSAL DELIVERABLES

Proposals must be received on or before the above deadline with the subject “**2026-019**” Designated Marketing Organization

1. Organization Description and Qualifications

- Organizational Background – Experience in tourism, marketing, or nonprofit management.
- Approach and Methodology – How the organization will establish and operate the DMO, including collaboration strategies.
- Please provide experience regarding past DMO work, if any. Describe how the organization has or plans to demonstrate return on investment for marketing efforts.
- Funding Plan – Outline of how the DMO will seek and generate revenues in addition to County funding for tourism promotion and events. Describe how the DMO will apply for LTAC awards from other jurisdictions in the County.
- Governance Structure – Proposed board composition and operational framework.
- Budget and Timeline – Estimated costs and implementation schedule.
- Provide a sample of an annual progress report for similar projects or works related to DMO activities.

2. Technical Collaborative Approach

- Digital Infrastructure - Describe the tourism management software and website platform to be used. Confirm the ability to host a master countywide calendar with direct referral linking to third-party vendors.
- What is your plan to differentiate Kitsap County from other destinations such as Seattle, Tacoma, and the greater Olympic Peninsula. Describe potential audience(s) that may be targeted.
- Data Integration & Collaboration - Describe the process (e.g., Partner Portal) for allowing all county tourism organizations to submit events and advertising data.
- Content Moderation - Provide a plan for monitoring website content to ensure compliance with the "Non-Political" and "Non-Objectionable" standards, including the ability to meet the 24-hour removal mandate.
- Succession and Data Portability - Affirm the organization’s ability to export all tourism data in machine-readable formats (.CSV/.JSON) for the County or a successor DMO upon contract termination.

Evaluation Criteria

Organizational background	10 Points
Qualifications	20 Points
Technical Infrastructure & Collaborative Data Plan	20 Points
Funding Plan	15 Points
Proposed Approach and Methodology	15 Points
Budget and Timeline	10 Points
Governance Structure	10 Points
Total Points Available	100 Points

EXHIBIT C
PROPOSAL CERTIFICATION

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:	☐ Domestic	☐ Foreign
	Limited Liability Company (LLC):	☐ Domestic	☐ Foreign
	Partnership:	☐ Domestic	☐ Foreign
	Sole Proprietorship:	☐	
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:			
Identify all Addenda received by Bidder:	Addendum No/Date Addendum No/Date Addendum No/Date		

Did an outside individual/agency assist with the bid preparation? ☐ Yes ☐ No

If yes, please identify the individual/agency:

CERTIFICATION: By the signature below, Bidder certifies the following is true and correct:

1. UNDERSTANDING, ACCURACY. Bidder has read, thoroughly examined, and fully understands all provisions, requirements, and the scope of the Solicitation and the extent to which local conditions affect the services to be provided. Bidder has carefully prepared and reviewed its proposal and fully supports the accuracy of the same. Bidder agrees to abide by the Solicitation terms and will make no claim against the County based upon ignorance of conditions or misunderstanding of the Solicitation documents.
2. LEGAL CONSIDERATION. Bidder is responsible for complying with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
3. LIABILITY FOR ERRORS, INDEPENDENT DETERMINATION. Bidder acknowledges the County does not guarantee or warrant the Solicitation information to be accurate, comprehensive, or exhaustive. Nothing in this Solicitation is intended to relieve the Bidder from forming its own independent opinions and conclusions. The County is not responsible for any errors or omissions on the part of the Bidder in preparing its Proposal. Compliance with this section and all Solicitation requirements are conditions precedent to the award and continuation of the Contract.
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. Bidder's bid prices have been established 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 has not and will not knowingly disclose its bid prices to any competitor before award, unless required by law. Bidder has made no 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.
5. FIRM OFFER. Bidder bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **120 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 read and understands the conflict-of-interest requirements in the Solicitation Instructions. To the best of Bidder's knowledge and after reasonable inquiry:
 - No Improper Assistance: 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 Financial Tie. No County employee with influence over this selection (or their spouse/dependent) is employed by the Bidder or has a financial interest in this selection as provided in RCW 42.23 and KCC 3.25.030.
 - Disclosure Status. (Bidder must check one box below)

☐ NO CONFLICTS. None of the following circumstances exist:

1. Bidder, its officers, employees, or agents have no financial, business, or personal relationship with any entity that could benefit from decisions made under this contract;

2. Bidder and its affiliates have no current or past contractual obligations that may interfere with the performance of this agreement; and
3. No individual involved in the proposal preparation or execution of services has a direct or indirect interest in the outcome of this solicitation.

☐ **CONFLICTS DISCLOSED.** Bidder has an actual, potential, or perceived conflict and has attached a statement providing:

1. A description of the relationships, circumstances, or interests and proposed mitigation measures (if applicable).

7. **NO REIMBURSEMENT.** Bidder understands 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.** Bidder understands 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.

9. **PUBLIC RECORDS.** Bidder acknowledges that all bids and records submitted to the County are public property subject to disclosure under the Public Records Act, Chapter 42.56 RCW. If Bidder considers any portion of its proposal to be protected under Washington law, it is the Bidder's sole responsibility to specifically identify each page and item claimed as exempt; if the County receives a request for such information, its sole obligation is to make a reasonable effort to notify the Bidder of the request and the date the information will be released. Absent a court order obtained by the Bidder to enjoin disclosure pursuant to RCW 42.56.540, the County will release the records unredacted on the date specified, as the County assumes no obligation to claim any exemption on the Bidder's behalf and shall not be liable for the release of any records, regardless of whether they were marked by the Bidder as exempt. 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.

10. **INSURANCE.** 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.

11. **RESPONSIBILITY DECLARATIONS.** Bidder certifies as follows (check all applicable boxes):

A. **DEBARMENT, SUSPENSION, INELIGIBILITY.** 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.

☐ **NO DEBARMENTS:** Bidder meets the standard provided above.

☐ **DEBARMENTS DISCLOSED.**

B. **CRIMINAL OFFENSE, CIVIL JUDGMENT.** Bidder and its officers/managers have not, within the last three (3) years, been convicted of or had a civil judgment rendered against them for fraud, criminal offenses related to government contracts, antitrust violations, embezzlement, theft, forgery, bribery, or destruction of records.

☐ **NO CONVICTIONS/JUDGMENTS.** Bidder meets standard provided above.

☐ **DISCLOSURE ATTACHED.** Bidder does not meet the standard and has attached a detailed explanation.

C. **WAGE THEFT PREVENTION (RCW 49.48.082).** Bidder has not been determined by a final and binding citation to have willfully violated Washington State wage laws within the last three (3) years.

☐ **NO WAGE VIOLATIONS.** Bidder meets the standard provided above.

☐ VIOLATIONS DISCLOSED. Bidder does not meet the standard and has attached a detailed explanation.

D. TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the last three (3) years, had one or more federal, state, or local governmental contracts terminated for cause or default.

☐ NO WAGE VIOLATIONS. Bidder meets the standard provided above.

☐ VIOLATIONS DISCLOSED. Bidder does not meet the standard and has attached a detailed explanation.

E. TAXES. Except as validly contested, Bidder is not delinquent and has paid or arranged for payment of all taxes due and has filed all required returns and reports.

☐ TAXES PAID. Bidder meets the standard provided above.

☐ DELINQUENT TAXES. Bidder has attached an explanation of delinquent taxes or unfiled returns.

F. LAWFUL REGISTRATION. If conducting business other than as a sole proprietorship, Bidder is in good standing in the State of Washington and the jurisdiction where organized, including having timely filed all required annual reports.

☐ CURRENT LAWFUL REGISTRATION. Bidder meets the standard provided above.

☐ DELINQUENT REGISTRATION. Bidder has attached an explanation of its current standing.

I. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.

☐ REGISTERED. Bidder is registered with the Washington State Department of Revenue, has a Washington state business license, and has identified its Unified Business Identifier (UBI) number above.

☐ WILL REGISTER. Bidder will register and obtain a Washington state business license with 24 hours of notification as the Apparent Successful Bidder.

☐ NOT REGISTERED. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register. (Note: County requires registration for contract award).

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

☐ NO SUBCONTRACTORS. Bidder will not utilize subcontractors for this Solicitation.

☐ SUBCONTRACTORS. Bidder will utilize subcontractors and assume full responsibility for their acts or omissions. Bidder has attached the legal name, address, and federal tax ID for each.

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

13. REQUIRED LICENSES/CERTIFICATIONS. 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 shall remain so throughout the Contract term.

14. AUTHORIZATION. The undersigned certifies that he/she is an authorized representative of the Bidder; 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____

EXHIBIT D
EXCEPTIONS AND ASSUMPTIONS FORM

BIDDER'S NAME: _____

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS (*attach additional pages if needed*):
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 non-responsive. All Exceptions or Assumptions must be identified on this form; those noted elsewhere in the proposal will be considered void. All cells below must be completed for each Exception and Assumption.

Identify All Exceptions and Deviations (<i>check one</i>)					
☐ No Exceptions/Assumptions Requested					
☐ Exceptions/Assumptions Identified Below: Bidder requests the following exceptions/assumptions.					
No	Section, page, and reference	Language to which an Exception or Assumption taken	Provide basis 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.					

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

EXHIBIT E
CONTRACTOR REFERENCES FORM

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. Additional pages may be attached if necessary.

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____