	2026-036 **REQUEST FOR PROPOSALS**	**PURCHASING DEPARTMENT** 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	INSTRUCTIONS	

Materials and/or Service Requested: Kitsap County – Third Party Administrative Services

Kitsap County (County) is seeking proposals from qualified firms to provide third party administrative services to manage claims for the County's self-insured workers' compensation program. The Contractor selected will serve as the third-party administrator will be required to manage all workers' compensation claims with opened or reopened dates after January 1,2027, and to assume management of all existing open claims.

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	Friday, October 9, 2026
Written Questions Due	Friday, October 23, 2026 @ 2:00 PM
Addendum Issued	Thursday, October 29, 2026
Proposal Due Date	Thursday, November 5, 2:00 PM
Interviews (Top 3 Candidates)	Anticipated: the week of November 16

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

Mailing Address for USPS delivery:
Glen McNeil, Purchasing Supervisor
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: Purchasing@kitsap.gov
www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:
Glen McNeil, Purchasing Supervisor
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSIVE 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. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.

   G. Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the Solicitation.

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

2. 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", 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 (WSCC) must remain in good standing with the WSCC during the Contract term. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSCC 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.

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 four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.

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 OF WORK

1. BACKGROUND

Kitsap County has been self-insured since 1979. The County employs an average of 1200 employees with seasonal increases. Its workforce is a combination of union and non-union personnel. The County employs personnel at approximately 29 locations in Kitsap County. According to County policy, injured workers who are experiencing time loss have the option to use sick leave or vacation to make up the difference between statutory time loss and the employee's net/gross pay. The County has a strong commitment to return employees to productive work in a timely manner by incorporating temporary transitional work assignments prior to the attending physician's release to full duty.

The County has made a concentrated effort to control losses through an effective safety program, timely light duty return to work efforts, and efficient claims management.

The following table reflects Kitsap County claim frequencies for the past six (6) calendar years:

Type	2020	2021	2022	2023	2024	2025
Medical Only	32	42	41	44	48	51
Time Loss	25	29	76	23	26	23
Total	57	71	117	67	74	74

2. SCOPE OF SERVICES

The services summarized in this section reflect the general scope of the County's workers' compensation third-party administration program. The detailed, contract-governing Scope of Services is set forth in Schedule A, which is incorporated herein by reference and shall control in the event of any conflict with this section.

The anticipated outcome of this project is the continued management and administration of all Kitsap County workers' compensation claims, according to the rules, guidelines, and regulations outlined by the Washington State Department of Labor and Industry (LNI).

A. The successful proposer shall:

1. Provide management services and issue payments for a workers' compensation function that supports and assists a highly proactive approach to injury and claims management.
2. Receive, review, and analyze all petitions for benefits made by claimants.
3. Receive notice of and create files on each claim reported and maintain these files for the County.
4. Investigate all claims as required to determine their validity and compensability.
5. Attend regular meetings with Kitsap County personnel, or others as requested.
6. Forward copies of the following records to the County's Risk Management Coordinator immediately upon receipt:
    a) Initial reports;
    b) Status reports and action plans;

c) Modified work or return to work correspondence.

7. Determine proper benefits due on compensable claims.
8. Make timely payment requests of benefits due.
9. Recoup benefits paid in error by the Contractor.
10. Maintain a current database of all claims and claim payments with the capability of granting access to Risk Management staff. This database should also provide requested reports and MMSEA Section 111 data.
11. Maintain claim records and make available to the County upon request, including but not limited to:
    a) IMEs;
    b) Reports from nurse case managers or vocational counselors;
    c) Closing requests and confirmations.
12. Establish reserves in a timely manner; review at least monthly, or as the claim indicates.
13. Write initial review, action plan, and outcome goals for each time loss and/or large medical claim and regularly transmit information to Kitsap County Risk Management Coordinator.
14. Attend trials and settlement conferences. County authorization shall be obtained prior to all settlements.
15. Prepare documentation and defense of cases considered non-compensable and assist legal counsel selected by County in preparation of cases for hearing, appeals, and/or trial.
16. Consult with the County Risk Management Coordinator before assigning an attorney to any claim. The County Risk Manager and/or Risk Management Coordinator reserves the right to designate counsel.
17. Advise the County's Risk Management Coordinator about assigning case managers, counselors, independent medical examiners, therapists, etc., in a timely manner, as indicated or directed.
18. Provide training and updates on recent legal requirements and data management system changes. Provide information on changes or proposed changes in legislation, rules and regulations affecting the responsibility of the County.
19. Pursue reasonable subrogation and distribute any recovered sums.
20. Provide loss control services, defined as loss control, consultations and surveys as mutually agreed.
21. Assist and provide guidance and expertise in responding to audits by the state or other inquiries from outside agencies.
22. Assure prompt and proper closure of claims.
23. OSHA Log Responsibility:
    a) Record and update OSHA reportable exposures and complete log; Provide to Risk Management Coordinator upon request.
    b) Prepare annual OSHA 300 reports, or equivalent as may apply.

24. Banking and Fiscal Management
    a) All check requests made to Kitsap County will be initiated by a certified claims administrator. The claims administrator will review all invoices presented, authorize payment, and submit payment files to include the supporting bill documentation to Kitsap County for payment processing and check printing.
    b) Contractor will send monthly reports which will include the following details for each payment made: date of check, check number, claim number, claimant's name, payee and amount of payment. The register will also show all reimbursements deposited into the account.
    c)

25. Reporting:
    a) Provide detailed loss and financial transaction reports monthly, quarterly, annually and as needed for mandatory reporting.
    b) Provide County, its insurance broker and excess insurers such loss and financial transaction reports monthly, quarterly, annually and as needed for mandatory reporting and as required under the appliable insurance policies.
    c) Upon County request, provide customized reports of claim information.
    d) Provide information and assistance as may be reasonably required for preparation and filing of all reports required by the Act and any other applicable law in connection with County's approved self-insured status.
    e) File with the appropriate state administrative agencies such information as is required by Act and any other applicable law with respect to each claim.
    f) Provide SIEDRS reporting as required by LNI.
    g) Will assist the County with all Medicare and CMS Reporting to the extent the County is the Responsible Reporting Entity ("RRE") as defined under MMSEA Section 111 (42 U.S.C. 1395Y). More specific responsibilities are outlined in Schedule A.

26. Contractor Personnel - Kitsap County requires the following:
    a) One designated Adjuster exclusively to manage Kitsap County claims only is highly desirable. This Claims Adjuster shall:
        i. Initiate and document 3-point contact within forty-eight (48) hours or within two business days of receipt of a claim and advise the injured worker of the availability of modified work during the 3-point contact. The Claims Adjuster will document all failed contact attempts.
        ii. Enter claims in the system within three (3) working days from date of receipt.
        iii. Advise County Risk Management Coordinator when an employee is released to modified or light-duty work within one (1) working day after receiving the release.
        iv. Coordinate release of employees to modified work with the County's Risk Management Coordinator within five (5) working days of knowledge of time loss.
        v. On a monthly basis, or more frequently as needed or requested, follow-up with the employee's physician to obtain a release to regular duty.
        vi. Prepare action plans for all time loss claims within five (5) working days of notification. Update action plans at least every thirty (30) days or more frequently as needed and enter this information in progress notes.
        vii. Review all time loss claims at least every twenty-one (21) days. Review any time loss over $50,000 every fourteen (14) days, document in progress notes and notify the County of any irregularities.
        viii. On all time loss claims make physician contact at least every thirty (30) days or as requested by the County Risk Manager or Risk Management Coordinator.
        ix. Set time loss claim reserves within ten (10) days of receipt of claim and review reserves every thirty (30) days thereafter documenting in progress notes.

x. Advise the County Risk Manager/Risk Management Coordinator when reserves exceed $100,000.

xi. Report promptly to Kitsap County's excess workers' compensation liability carrier per the terms of the policy liability agreement (to be provided to the TPA).

xii. Set reserves on an "ultimate cost of loss" basis.

xiii. Assign vocational services according to Washington State laws and guidelines.

xiv. Notify the County Risk Manager/Risk Management Coordinator immediately, both electronically and in writing, of any litigation, regardless of reserve.

xv. Include in the progress notes the following information/documentation: telephone contacts and conversations, written correspondence, investigations, diary reviews, supervisor file reviews, authority requests, authorizations, report summaries, strategy notes, examiner analyses, payment records and changes, delays, denials, and any other information that is material to the proper handling of the claims within a reasonable time from when the information is received, either orally or in writing.

xvi. Meet the requirements of WAC 296-15-360 – Certified claims administrator.

b) The Contractor shall obtain prior approval from Kitsap County Risk Manager before changing the Adjuster.

c) The Contractor is responsible for paying the wages and benefits of its employees. All wages and benefits will be paid in accordance with various Federal, State and local laws that guide such matters.

d) The Contractor shall provide a Manager or designated Adjustor to resolve any issues and serve as or assign a back-up in Adjustor's absence.

B. The County will provide:

1. A designated Risk Management Coordinator or alternate will provide the Contractor with claim-related information, work to obtain light duty offers, job analysis and descriptions as necessary. This position is the liaison between the county employees and the Adjustor and interacts almost daily with the Contractor.
2. Funds for payment of benefits due to claimants.

SCHEDULE A
SCOPE OF SERVICES

During the term of this agreement, Contractor agrees to perform the services described herein and meet the following standards. Contractor will operate within the County's obligations as a self-insured employer for Workers' Compensation claims pursuant to state of Washington laws.

ADMINISTRATION

- **Claim files** will be set up in the automated system within 3 days of the date received.
- **Diary dates** will be determined and documented by the claim adjuster at set up based on issues needing to be addressed. The diary dates should not exceed 45 days between activity/review, without documentation to explain why the review date is extended.
- **Documentation** should include:
    - Plan of Action established based on complexity of the case
    - Notes current to handling and diary activity to include vendor reports and the resulting action
    - Initial file summary within 14 days
    - Updated case analysis at 60 days
- **A supervisor** shall review the file and document such:
    - At the request of the County, and
    - At six months on any medical only files that are still open and to include a status report which includes a plan of action and target date for completion.
- Include in the progress notes the following information/documentation: telephone contacts and conversations, written correspondence, investigations, diary reviews, supervisor file reviews, authority requests, authorizations, report summaries, strategy notes, examiner analyses, payment records and changes, delays, denials and any other information that is material to the proper handling of the claims within a reasonable time from when the information is received, either orally or in writing.
- **Claim files** shall be maintained in chronological order.
- **Claim closure** should include documentation including final medical and letters to the employee in claim file to support claim closure.
- Will arrange independent investigators, medical experts, or other specialists when reasonably necessary, subject to prior County approval.
- Receive, review, and analyze all petitions for benefits made by claimants.
- Forward copies of the following records to the County's Risk Management Coordinator immediately upon receipt:
    - Initial reports;
    - Status reports and action plans;
    - Modified work or return to work correspondence.

- Upon County request, provide copies of all medical reports, chart notes, correspondence, and related records for each claim, including but not limited to IMEs, reports from nurse case managers or vocational counselors, and closing requests and confirmations.
- Provide assistance and reports for excess workers' compensation renewal and budget purposes as required by the County's workers' compensation excess carrier.
- Notify the Kitsap County Risk Management department immediately, both electronically and in writing, of any litigation, regardless of reserve.
- Review medical provider bills for appropriate fees charged and facilitate all medical bill discounts and re-pricing.
- Assist the County with selection of physicians recommended for employee treatment especially for long-term or specialty care.
- Provide 24 hour/7 days a week on-line electronic access to County staff, including claims status, notes, printing, creating queries and messaging capabilities.
- Advise the County's Risk Management Coordinator about assigning case managers, counselors, independent medical examiners, therapists, etc., in a timely manner, as indicated or directed.
- Provide training and updates on recent legal requirements and data management system changes. Provide information on changes or proposed changes in legislation, rules and regulations affecting the responsibility of the County.

CLAIMS MANAGEMENT

- **Initial contact** with the claimant shall be made by telephone within 48 hours of receipt of claim.
- All claims management will include documented three-point contact on indemnity claims and on medical only claims if there is treatment or return to work issues that need to be clarified.
- **Claims investigation** should be completed within 28 days of assignment with exceptions documented and include:
    - Identification of exposure issues such as compensability, subrogation, disability, and pre-existing conditions
    - Third party potential recognized and acted upon timely
- **Benefits** should not be paid until a determination of compensability is made except when mandated by statute.
- Recoup benefits paid in error by the Contractor.
- **Case reserves** will reflect the full, ultimate cost of a workers' compensation claim and will reflect the following:
    - Use of a reserve worksheet detailing the rationale for the indicated amounts
    - Initial reserves established within the first 14 days
    - Reviewed at least monthly, or as the claim indicates, and updated appropriately
- Employer will be provided with a monthly Reserve Change Report.

- **Payments of benefits** are to be made timely (within 14 days for time loss and LEP and 60 days for provider services when money has been allocated by the County) and should include the following:
    - Medical bills review for causal relationship, diagnosis, in line with accepted condition, treatment plan, procedure codes and fee schedule application
    - Confirmation of return-to-work dates with the County.

CLAIMS MONITORING

- **Medical management and information** should be current and support the overall treatment plan to bring the worker to medical fixity and should meet the following criteria:
    - Initial medical reports should be requested if reports are not received within 30 days
    - Medical information in file should be current
    - Length of treatment should be monitored for reasonableness
    - Accepted condition to be made known
- Proper use of IME's, which should first be approved by the County (verbal approval is acceptable) and notices to the employer once scheduled.
- **Disability management** requires that the adjuster make follow-up contact with injured workers on time-loss every 14 days and with the Attending Physician as needed and should document the following has been coordinated with the County:
    - Proper use of JA's
    - Coordination of disability management with the client
    - Established plan for managing extended time loss periods
- If a vocational case manager has not been assigned to the case, Kitsap County will be responsible for the following steps in disability management:
    - Initial contact with employee to explain how time loss benefits are administered by the County
    - Coordinating return to work with employee and supervisor
    - Providing return to work dates to Contractor in writing and status of placements
    - Providing an ergonomic assessment of the employee's workstation
    - Finding light duty positions at the County
    - Coordinating light duty with the County supervisors
    - Initiating a job offer letter to employee if light duty is only available outside of the employee's normal job duties and/or department.
- Kitsap County will receive copies of all vocational reports and a Vocational Case Manager will be assigned under the following circumstances:
    - Employee has been on time loss for 60 days
    - Employee has been on modified duty for 90 days
    - The Attending Physician has noted permanent restrictions

- **The Return-to-Work Program** will be primarily the responsibility of Kitsap County and the County will:
    - Be responsible for initiating JA's and forwarding to Contractor
    - Monitoring the modified duty and full duty status of claims
    - Coordinating the return to work with County supervisors.

LITIGATION MANAGEMENT

- Contractor shall coordinate all legal services through a representative of the County Prosecuting Attorney's Office and provide access to all claims and copies when requested by County Civil Deputy Prosecuting Attorneys.
- Attend trials and settlement conferences. County authorization shall be obtained prior to all settlements.
- Prepare documentation and defense of cases considered non-compensable and assist legal counsel selected by County in preparation of cases for hearing, appeals, and/or trial.
- Consult with the County Risk Management Coordinator when legal counsel is requested or necessary for the claim. The County Risk Manager and/or Risk Management Coordinator reserves the right to designate counsel.

COMMUNICATIONS

- Contractor will communicate with Kitsap County Risk Management at a minimum under the following conditions:
    - A claim reserve is set in excess of $10,000
    - A claim reserve is increased in excess of $10,000
    - A claim reserve reaches 50% of the self-insured retention level and comply with all reporting requirements to the workers' compensation excess carrier
    - The adjuster receives a request for approval of surgery
    - A new condition that may be accepted surfaces as part of the claim
    - Employee receives permanent work restrictions
    - Prior to hiring a vendor

AUTOMATION OF CLAIMS ACTIVITY

- The following information should be accessible to Kitsap County on the automated system:
    - Notes clear and consistent with the Plan of Action
    - Diary dates logged timely
    - Changes in reserves posted with justification
- Maintain a current database of all claims and claim payments with the capability of granting access to Risk Management staff. This database should also provide requested reports and MMSEA Section 111 data.

CLAIMS PAYMENTS

- Contractor will send monthly reports which will include the following details for each payment made: date of check, check number, claim number, claimant's name, payee and amount of payment.
- All check requests made to Kitsap County will be initiated by a certified claims administrator. The claims administrator will review all invoices presented, time loss and LEP calculations and determine if payment is due, authorize payment, and submit payment files to include the supporting bill documentation to Kitsap County for payment processing and check printing.
- Be responsible for erroneous payments requested to the County by their error. The amount of such erroneous payments shall be deducted from administrative fee payments.

SUBROGATION AND LOSS CONTROL

- Pursue reasonable subrogation and distribute any recovered sums.
- Provide loss control services, defined as loss control, consultations and surveys as mutually agreed.
- Assist and provide guidance and expertise in responding to audits by the state or other inquiries from outside agencies.

MEDICARE AND CMS REPORTING

- Electronically interface with the Centers for Medicare and Medicaid Services (CMS) to capture and report data in the format prescribed by CMS Specifications.
- Report directly to CMS on behalf of the County as an Account Designee (reporting agent), as defined in the CMS User Guide or any more recent equivalent.
- To the extent the County is the Responsible Reporting Entity ("RRE") as defined under MMSEA Section 111 (42 U.S.C. 1395Y), Contractor will assist the County as follows:
    - Develop or maintain an electronic interface with CMS to forward the information needed to meet County's MMSEA reporting obligations.
    - As the custodian of the original claims information, Contractor will be the authorized Account Designee for the County. Contractor will prepare and submit test files to CMS in accordance with applicable CMS Specifications.
    - Prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as required by applicable regulations.
    - Establish and implement proper safeguards against unauthorized use and disclosure of data exchanges for purposes of complying with MMSEA, including policies consistent with Section 1106 of the Social Security Act and the Privacy Act of 1974, as amended.
    - Be responsible for payment of any fines assessed to the County for noncompliance with MMSEA Medicare beneficiary reporting requirements that relate to the negligent acts or omissions of the Contractor, except to the extent that:
        - Such fines or penalties are the direct result of specific direction given by the County and/or its agent; or

- Contractor did not receive information from County that is essential to performance of the duties set forth herein in a timely manner.

OTHER GENERAL REQUIREMENTS

- Contractor shall prepare an annual report, including claims summary, OSHA log, fees earned, and trends and developments affecting the County Workers' Compensation Program and make recommendations for improvements based upon benchmarks and County data.
- The Contractor shall provide paid and incurred loss reports quarterly and annually and upon request by County.
- Contractor shall advise County of any changes in regulatory requirements that will affect County's Workers' Compensation Program.
- Contractor will file quarterly supplemental benefits reports, complete the loss portion of each quarterly report (SIF-6), and complete and submit annual reports such as the Self-Insured Business (SIF-7) report to Labor and Industries.
- Contractor shall provide detailed loss and financial transaction reports monthly.
- Contractor will meet with County staff at the County offices at least 1 time per year in person and have a standing monthly meeting to discuss claims.
- Provide County, its insurance broker and excess insurers such loss and financial transaction reports monthly, quarterly, annually and as needed for mandatory reporting and as required under the applicable insurance policies.
- Upon County request, provide customized reports of claim information.
- File with the appropriate state administrative agencies such information as is required by the Act and any other applicable law with respect to each claim.
- Provide SIEDRS reporting as required by LNI.
- Contractor to be responsible for payment of any and all fines or penalties assessed by LNI in accordance with RCW 51.48.080.

EXHIBIT B
EVALUATION CRITERIA AND PROPOSAL DELIVERABLES

SCORING:

CRITERIA	Points Possible
General Information	**5 Pts**
Staffing	**10 Pts**
Claims and Managed Care Services	**30 Pts**
Risk Management Information System	**10 Pts**
Transition Plan	**5 Pts**
Financial Condition and References	**10 Pts**
Cost Proposal	**30 Pts**
Total	**100 Pts**

RFP DELIVERABLES:

A. GENERAL INFORMATION

1. Provide a brief description of the organization, including its history, size, geographic focus, structure of firm ownership and any parents, affiliates, or subsidiaries of the firm. Discuss any recent changes in ownership, management, or staffing, or such changes that are expected to be executed within the next year, if any.
2. Describe firm's experience with public entities, specifically counties. Indicate any employers of similar size and/or geographical location and/or loss experience as the County with which the firm has experience to include law enforcement operations.
3. If the firm has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

B. STAFFING

1. Include proposed staffing to be assigned to the County's account. Indicate whether each of the staff members would be fully dedicated to the account, or if not, what percentage of hours would be allocated to the County's account. Indicate the number of claims and level of adjusters to be assigned for:
    a. Open indemnity claims
    b. Medical only claims
    c. Other claims
2. As an exhibit to the proposal, provide resumes of the proposed adjuster(s) and claims supervisor and their respective qualifications, including their direct involvement providing services to county clients in the last three years.

3. Provide information regarding the firm's annual turnover ratio for claims personnel in the office that would handle this account. Indicate how the turnover is calculated.
4. If workloads increase over the life of the Service agreement, propose how your firm would meet the increased staffing needs.
5. Describe the firm's process for recruiting, hiring and selecting adjusters, including standard requirements at each level, and whether and how client input is included in the process.
6. Describe the firm's staffing back-up plan in cases when a team member(s) is not available.
7. If the Consultant's staff or subcontractor's staff was a public employee within the state of Washington during the past 24 months, or is currently a Washington public employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

C. CLAIMS MANAGEMENT & INVESTIGATIVE SERVICES

1. Describe and provide detailed information regarding the firm's:
    a. Definition of a successfully administered claim.
    b. Philosophy on Return-to-Work Programs. Describe the experience your firm has working with third-party return-to-work providers.
    c. Criteria used to identify and institute subrogation against outside parties and the extent of subrogation services provided by your staff.
    d. Reserving practices and philosophies. Include a description of how frequently claim reserves will be reviewed with this account, and how your files will document periodic supervisory review.
    e. Procedure for notifying the excess workers' compensation carrier of losses exceeding the self-insured retention, and follow-up procedures for loss recovery.
    f. Settlement philosophy and what would constitute recommendation of taking a case to trial rather than settling.
    g. Approach to determining whether to delay and investigate a claim.
    h. Procedures for handling questionable claims and identifying cases where the investigation of a questionable claim may be necessary.
    i. Investigative services to be provided by internal staff. Describe the protocol and procedures to be utilized in determining when an outside investigation firm is required.
2. Provide details, policies and procedures regarding the firm's:
    a. Protocol for reviewing and updating open claims.
    b. Record-keeping procedures to be utilized for all aspects of the self-insurance claims administration.
    c. Procedures for making initial and follow-up contact with injured employees. Include the estimated frequency of phone calls to injured employees and procedures for delivery of benefits to injured employees.
    d. Ability to provide an 800 number for injured employees or online capabilities.
    e. Procedures for contact with the County on claim status.
    f. Procedure for conducting on-site client file reviews. Explain recommended protocol and frequency of client file reviews.
    g. Proposed process for how claim or file reviews be held at the request of the County at other than scheduled times, and any additional charges or service fee for such a review.
    h. Proposed process for providing training to client managers involved in reporting occupational injuries and workers' compensation claims and any additional charge for such training.

D. MANAGED CARE SERVICES

Please provide proposer's managed care/medical cost-containment program including, but not limited to your medical provider network, case management services, utilization review, bill review, etc. Indicate which services are owned by the firm, and which services are contracted out.

1. If services are contracted out, indicate if the firm receives commissions and/or any other type of compensation from the companies used.
2. Discuss the recommended panel of medical experts and if, including specialists who may be utilized to review and/or provide treatment.
3. Describe procedures for auditing of prescriptions and medical costs.
4. Indicate if your firm contracts with medical facilities for discounted fees for services such as MRIs, CT scans, etc.? Explain.
5. Describe the types of cases that would benefit from medical case management, including but not limited to the type of activities the County can expect from a nurse case manager. Please indicate when medical case management services should begin and end.
6. Describe your firm's philosophy regarding utilization review plans, including development and use of prior authorization processes.

E. RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

1. Describe your firm's RMIS system, including whether your company maintains an in-house system or if it is contracted out. If contracted out, indicate name, address, phone number of company, and if your firm receives commissions and/or any other type of compensation as a result.
2. If use of RMIS is included as part of service fee, indicate if there are additional charges. Include fee schedule if applicable.
3. Based on the Minimum Requirements of Section I, describe the various reports to be prepared by firm related to the program. Provide sample reports (generated from RMIS), indicating frequency of reports.
4. Describe the data conversion process that would be required if firm is selected and specify a timeline.
5. Indicate if the cost of regular and any special reports is included as part of the service fee. Please explain any additional charges.
6. Indicate if the firm is able to contractually agree that all claim files, electronic data processing/ management information system records, and all records generated on behalf of the County will be owned by the County.
7. Describe your firm's ability to provide one or more County representative(s) to allow online access to claim information and data. Indicate name of computer system and software. Describe details of type(s) of information to which the County will have access.
8. Discuss the fee structure for installing and maintaining for remote access to your firm's computer system.

F. TRANSITION PLAN

Proposer shall describe transition and implementation plan if selected. Proposer shall outline how they will transition claims administration, reporting and processing from current TPA in a manner that will be at no cost to the County and will ensure continuity of service for existing and new claims. The plan description should include discussion regarding the following:

1. Any previous experience taking over as Third Party Administrator

2. Transition plan timeline
3. Plan for transfer of electronic data
4. Plan for transfer of physical files, open and closed
5. Service of required notices upon transition
6. Information required from the County or its current TPA for transition purposes
7. Method to be used to communicate status of transition plan to the County
8. Methods to ensure continuity of care and customer service for claimants

G. FINANCIAL CONDITION & REFERENCES

Each proposer shall submit with their RFP response: three (3) client references including company name, mailing address, contact person name and phone number; and proposer's financial records in the form of a completed statement of financial condition which should consist of an independently audited income statement and balance sheet from their last complete fiscal year. Do not include current County staff as references. By submitting a proposal in response to this RFP, the proposer grants permission to the County to contact these references who, from the County's perspective, may have pertinent information. The County may or may not, at the County's discretion, contact references. The County may evaluate references at the County's discretion. Please see Exhibit E.

H. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. Steps in the evaluation process includes:

1. Identification of Costs

   Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a full budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

   Costs for subcontractors shall be broken out separately.

2. Computation

   The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

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 the 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 *full legal* 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 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? ☐ Yes ☐ 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_____

EXHIBIT D
EXCEPTIONS AND ASSUMPTIONS

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 *(check one)*					
☐ **No Exceptions Requested**: Bidder is not requesting exceptions to the solicitation and associated documents.					
☐ Offeror requests the exceptions and/or assumptions identified below:					
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.					
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19.					
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21.					
22.					
23.					
24.					

_____

Signature of Bidder's Authorized Representative Date

_____

Name of Bidder's Authorized Representative (print)

_____

Title

EXHIBIT E
CONTRACTOR REFERENCE 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 *(Name and Title):*	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

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

Agency Name:	Contract Period:
Contact Person *(Name and Title):*	
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 F
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 State] state [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 Contact, 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 Contactor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in 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, it's 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 _____, 2025

CONTRACTOR NAME

_____
Signature

_____
Print Name

_____
Title

Dated this ____ day of _____, 2025

KITSAP COUNTY, WASHINGTON

_____
SIGNATORY NAME
SIGNATORY TITLE

Dated this ____ day of _____, 2025

CONTRACTOR NAME

_____
Signature

_____
Print Name

_____
Title

Dated this ____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

_____
CHRISTINE ROLFES, Chair

_____
ORAN ROOT, Commissioner

_____
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