



REQUEST FOR PROPOSALS 2020-124

Kitsap County Public Works Department,
Solid Waste Division

for

**White Goods Collection, Transportation, Recycling and Disposal Services at
Hansville, Olalla, and Silverdale Recycling and Garbage Facilities**

Response Deadline: Tuesday, July 21, 2020 @ 3:00 p.m.

SECTION 1. PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division (the County) is seeking proposals from qualified vendors for the collection, transportation, recycling, and disposal of White Goods (Appliances) from the Hansville, Olalla and Silverdale Recycling and Garbage Facilities.

SECTION 2. CALENDER OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. Dates and times are subject to change. If the County changes any of the dates and/or times, the change will be made by addendum.

Event	Completion Date, Time, and Location
Issuance of Request for Proposals	Monday, July 6, 2020
Written Questions Due	Friday, July 10, 2020, 12:00 p.m.
Addendum Issued	Tuesday, July 14, 2020
Submission Deadline	Tuesday, July 21, 2020, 3:00 p.m.
Evaluations/Demonstrations	Wednesday, July 22, 2020 – Wednesday, July 29, 2020
Committee Recommendations	Thursday, July 30, 2020
Contract Executed	Monday, August 24, 2020
Estimated Start Date	Tuesday, September 1, 2020

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

Vicki Martin, Purchasing Agent
Kitsap County Purchasing Office
vmartin@co.kitsap.wa.us

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

SECTION 3. INSTRUCTIONS TO OFFERORS

3.1. QUESTIONS, ORAL COMMUNICATIONS

Any questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent, Vicki Martin, at vmartin@co.kitsap.wa.us. The offeror shall not contact or ask questions of other County staff or the County department for which the requirement is being procured. Offerors that directly communicate with other county staff regarding this solicitation without prior authorization from the Purchasing Agent may be disqualified. Written questions will be accepted until the date and time identified in Section 2 above. Any correspondence related to this solicitation should refer to the solicitation number, page, and paragraph number. Offerors may only rely on written answers issued by the Purchasing Agent. All oral communications are unofficial and nonbinding on the County. Substantive questions and answers are posted on the Kitsap County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. It is the responsibility of the offeror to assure that they received responses to questions if any are issued.

3.2. EXAMINATION OF DOCUMENTS

It is the responsibility of the offeror to carefully review the entire solicitation package, which includes without limitation specifications, requirements, terms and conditions, and insurance requirements. Submitting an offer is agreement by offeror to all terms and conditions contained in the solicitation. Offeror should seek written clarification from the Purchasing Agent regarding anything that is unclear prior to submitting an offer. Offerors must a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; b) study and carefully correlate the offeror's observations with the solicitation documents; and c) notify the Purchasing Agent of all conflicts, errors and discrepancies, if any, in the solicitation documents. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. The offeror, by delivering an offer in response to this solicitation, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the work to be performed, services to be provided, and the equipment to be furnished.

3.3. PREPARATION OF OFFER, ACKNOWLEDGMENT FORM, SUBMISSION

All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.

3.4. ACKNOWLEDGMENT

The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offer may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) original**, marked "original", and **three (3) copies** of their offer with their submittal. Postmarked, telegraphic (facsimile), or emailed offers will not be considered.

3.5. SUBMISSION

Offers shall be submitted to the Purchasing Agent at the location specified below in a sealed envelope or package provided by the offeror and shall include (1) the offeror's name and address, (2) the Request for Proposals (RFP) name and number, and (3) the submittal due date clearly identified on the outside of the envelope or package. The offeror is responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the submittal due date and time will not be opened or considered. The timeliness of offer submissions is determined by the County.

Mailing Address for USPS delivery:

Vicki Martin, Purchasing Agent
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

Physical Address for courier or hand delivery:

Vicki Martin, Purchasing Agent
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

3.6. ADDENDA

If the County changes, revises, deletes, clarifies, increases, or otherwise modifies this solicitation, the County will issue a written addendum and publish it on the Kitsap County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. It is the responsibility of the offeror to check for addenda. Failure to acknowledge receipt of all addenda on the returned Acknowledge Form (Appendix A) with the sealed offer may be grounds for deeming an offer nonresponsive.

3.7. PREPARATION COSTS AND SAMPLES

All costs for offer preparation and negotiation incurred by the offeror, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the offeror.

3.8. COUNTY RIGHT TO WITHDRAW OR AMEND RFP

The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall be controlling. Any change to or interpretation of the solicitation will be posted on the Kitsap County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx> and will be incorporated into any contract awarded. It is the responsibility of the offeror to check for addenda.

3.9. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES

All offers will be reviewed by the County to determine compliance with administrative requirements and instructions. To the extent authorized by applicable law, the County in its sole discretion may: (1) Reject of any or all offers submitted, or portions thereof; (2) Waive any defects, informalities, or irregularities; (3) Reissue the solicitation; (4) Modify the solicitation; (5) Cancel the solicitation without issuance of another solicitation; and/or (6) Re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interest of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offer will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

3.10. OFFEROR WITHDRAWAL OF PROPOSALS

Offeror may modify or withdraw a submitted proposal prior to the submission due date and time. A request to modify or withdraw an offer must be *in writing*, signed by an authorized representative of the offeror, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the submission due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the due date and time.

3.11. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Offers, modifications, and withdrawals received after the submission due date and time specified for receipt will be rejected and not opened.

3.12. ACCEPTING CONTENT OF OFFER

By submitting a proposal in response to this solicitation, the offeror certifies they have fully read and understand the content of the solicitation documents and have a full knowledge of the scope, nature, and detailed requirements of services and/or equipment to be provided and performed. Acceptance of an offer does not bind the County until the offer is reviewed and accepted by the appropriate County level of authority and both parties execute a contract.

3.13. SPECIFICATIONS

The apparent silence of the specification as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

3.14. DEVIATIONS OR EXCEPTIONS

For the purpose of evaluation, the offeror must indicate any variance or exceptions to be made to any provision in this solicitation, no matter how slight. Deviations should be explained in detail. All deviations and exceptions requested by the offeror shall be identified on the Exceptions Form (Appendix B). Absence of deviations or exception, variations and/or corrections will be interpreted to mean the offeror meets all specifications contained herein in every respect. Exceptions and deviations not identified are waived. The County will reject offers that take material exception to County specifications and contract.

3.15. MULTIPLE OR PARTIAL AWARDS

Interested offerors may submit proposals for one or more commodities listed in the Cost Proposal Form (Appendix C), singly or in combination. The County retains the discretion to make multiple or partial awards to obtain the same or similar services and/or products that are the subject of this solicitation. Contracts resulting from this solicitation are not exclusive service agreements.

3.16. COLLUSION

By signing the Acknowledgment Form (Appendix A), the offeror certifies they have not directly, or indirectly, entered into any agreement, participated in any collusion, or taken any action in restraint of free competitive bidding. If the County determines collusion has occurred, none of the offers from the participants of such collusion will be considered. The County's determination will be final.

3.17. CONFLICT OF INTEREST

Offeror shall disclose whether offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.

3.18. GRATUITIES AND KICKBACKS

By signing the Acknowledgment Form (Appendix A), the offeror certifies that neither the offeror nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.

3.19. LICENSES AND CERTIFICATIONS

Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.

3.20. PUBLIC RECORDS, CONFIDENTIAL INFORMATION

All offers received by the County become the property of the County and are not returned. Offers submitted in response to this RFP are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and available for public inspection and copying. If an offeror considers any portion of its offer, electronic or hard copy, to be protected from disclosure under Washington law, the offeror shall specifically identify all information it claims to be confidential or proprietary by clearly marking each page and item accordingly. If the County receives a request under the Act to inspect or copy the information that has been identified by the offeror as confidential/proprietary 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 offeror of the request and the date that the confidential/proprietary information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the offeror fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the offeror to claim any exemption from disclosure under the Act. The County will not be liable to the offeror for releasing records, even if the records have been marked by the offeror as confidential and/or proprietary, in compliance with the Act, this section or court order.

3.21. INTERLOCAL PURCHASING AGREEMENTS

This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the County may purchase from County contracts. The offeror agrees to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.

3.22. OFFER ACCEPTANCE PERIOD

Offers, once opened, constitute an irrevocable offer and become the property of the County, and will not be returned to the offeror. Offers opened after the submission due date and time shall remain firm and unaltered for a period of **ninety calendar (90) days** following the submission due date and time. The County and offeror may mutually agree to extend the period during which the offer shall remain firm and unaltered.

3.23. DISCUSSIONS

The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.

3.24. PERSONNEL

It is essential the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

3.25. INTERVIEWS

The County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.

3.26. PROTESTS

Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Agent within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. In order to be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include:

- The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror;
- The signature of the protester or its representative;
- The solicitation number and title under which the protest is submitted;
- A detailed statement of the legal or factual grounds of the protest including any supporting documentation; and
- The specific ruling or relief requested.

SECTION 4. SCOPE OF WORK

The selected Contractor(s) will be responsible for the collection, transportation, recycling and disposal of White Goods (Appliances) from the Hansville, Olalla, and Silverdale Recycling and Garbage Facilities (RAGFs) during the hours of operations shown below:

Facility	Location	Days of Operation
Hansville RAGF	7791 NE Ecology Road Kingston, Washington 98346	Wednesday – Monday Closed Tuesdays
Olalla RAGF	2850 SE Burley-Olalla Road Olalla, Washington 98359	Friday – Monday Closed Tuesday-Thursday
Silverdale RAGF	8843 NW Dickey Road Silverdale, Washington 98383	Thursday – Tuesday Closed Wednesdays
<i>RAGFs are open to the public from 8:30 a.m. to 4:00 p.m. on the days of operations listed above.</i>		

Unless otherwise specified, the White Goods to be collected at each facility include:

- Refrigerators
- Freezers
- Dishwashers
- Air Conditioners
- Hot Water Heaters
- Ranges
- Stoves
- Heat Pumps
- Washers
- Dryers
- Trash Compactors

1. Minimum service level at each facility is expected to be one (1) collection every other week, although actual collection frequency may vary and will be dependent on the quantity of White Goods collected at each facility. The selected Contractor(s) will also provide collection responses within 24 business hours, if requested by the County. The County retains the right to deliver white goods to the selected Contractor(s).
2. The selected Contractor(s) shall maintain the storage area each facility in a clean condition and assume responsibility for any spills or discharge, including emergency response and cleanup that occurs during loading or transportation.
3. The selected Contractor(s)' drivers must be trained in accident prevention and defensive driving, proper loading and unloading procedures, use of personal protective equipment (PPE), and in emergency response procedures to spills or accidents.
4. The selected Contractor(s) shall provide contracted services in full compliance with all applicable federal, state, and local laws, regulations, and ordinances, as amended.
5. The selected Contractor(s) shall reclaim and recycle/dispose of chlorofluorocarbons (CFC) or hydrochlorofluorocarbons (HCFC), containing refrigerants, compressor oil, mercury switches and capacitors, remove and recycle compressors and recycle remaining scrap metals. In all cases, recycling is the preferred method.
6. The selected Contractor(s) shall use licensed and reputable companies and facilities for all collections, transportations, treatment, recycling, or disposal of white goods materials.
7. The selected Contractor(s) shall complete any necessary and appropriate paperwork and/or documentation for white goods collected from each facility and provide collection information on the invoice: collection date, facility, number of CFC/HCFC units and non-CFC/HCFC units.
8. The selected Contractor(s) shall maintain the following documentation for a minimum of five (5) years and provide, if requested by the County, a quarterly report by facility:
 - a. Number of CFC/HCFC units recycled
 - b. Number of CFC/HCFC units reused
 - c. Number of non- CFC/HCFC units recycled
 - d. Number of non- CFC/HCFC unites reused
 - e. Weight of metals recycled
 - f. Quantity of refrigerants delivered to the treatment facility, including name of facility, location and the date

- g. Quantity of mercury switches, capacitors, and oil delivered to the treatment facility, including name of facility, location and the date
- h. Quantity of asbestos disposed of, location, and date of disposal
- i. Date of shipment of refrigerants and other hazardous material (e.g. PCBs, mercury, and compressor oil) to the recycling/disposal facility and the name of the facility
- j. Weight of hazardous materials recycled per shipment and date recycling occurred
- k. Weight of hazardous materials disposed per shipment and method of disposal

NOTE: Item “e” can be based on a weight estimate per unit. Items “i”, “j”, and “k” should be provided to the Contractor by the treatment facility.

- 9. The selected Contractor(s) shall allow for inspection by representatives of Kitsap County Public Works or the Kitsap Public Health District. Entry shall not be unreasonably denied by the selected Contractor(s) but may be conditioned on the owner or agent of the owner escorting the inspector immediately upon request.
- 10. The selected Contractor(s) shall maintain all licenses and permits required for the contracted recycling activities. The selected Contractor(s) shall provide the County copies of licenses and permits upon written request.
- 11. If the awarded contract is terminated by either party, the selected Contractor(s) must take responsibility for White Goods received at each facility until the end of the ten (10) day termination notice period. The selected Contractor(s) will have thirty (30) days after the end of the termination notice period to recycle any remaining white goods through the awarded contract and must comply with all conditions of this contract while doing so.

The tables below show approximate collection CFC/HCFC units and non-CFC/HCFC units at each facility for the previous three (3) years:

CFC/HCFC	2017	2018	2019
Hansville Units	405	482	458
Olalla Units	208	192	268
Silverdale Units	402	414	455
Subtotal	1,015	1,088	1,181

Non-CFC/HCFC	2017	2018	2019
Hansville Units	797	770	740
Olalla Units	236	283	265
Silverdale Units	552	603	575
Subtotal	1,585	1,656	1,580

SECTION 5. CONTRACT TERM

Services are expected to begin September 1, 2020. This will be a one (1) year contract with four (4) annual renewal options.

SECTION 6. PROPOSAL REQUIREMENTS

Submitted proposal must include the following information:

- Letter of Interest
- Coversheet containing pertinent contact information
- Acknowledgment Form (Appendix A)
- Exceptions Form (Appendix B)

- Cost Proposal Form (Appendix C) showing unit price for each requested item;
- Detailed Statement of Qualifications showing the Offeror’s experience providing White Goods collection, transportation, recycling and disposal services;
- References and current contact information for at least three (3) current or former customers with service needs similar in size and scope to Kitsap County;
- Detailed information about the Offeror’s environmental compliance history, including:
 - All current applicable permits required for the proper handling and disposal of white goods;
 - A history of compliance inspections, violations, and corrective actions for the past three (3) years; and
 - If the material is sent to another facility for final management, include similar information for the final facility.
- Copy of all licenses and certificates issued in the State of Washington authorizing the Offeror to perform the type of work contemplated in this solicitation. All such licenses and certifications shall be valid at the time of offer and during the entire period of performance.
- Copy of the Offeror’s current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix D: Draft Contract

SECTION 7. EVALUATION CRITERIA

Offers shall be evaluated according to the evaluation criteria below. Offerors must submit all items listed in the Proposal Requirements. Offerors may submit additional information to assist the evaluation team in determining your firm’s capabilities and experience; however, your firm at minimum must submit information identified above under Proposal Requirements.

- | | |
|---|-----------|
| 1. Service costs as shown in the Cost Proposal Form (Appendix C) | 40 points |
| 2. Final recycling/disposal facilities for ALL white good components, including metal, CFC’s, and other fluids (relevant qualifications needed to ensure adequate contract performance) | 20 points |
| 3. Recent relevant experience in providing comparable services of similar size and scope | 20 points |
| 4. Environmental compliance inspections, violations, and corrective actions | 10 points |
| 5. Satisfaction of references from programs of similar size and scope to Kitsap County who have received goods and services comparable to those requested in this RFP | 5 points |
| 6. Thoroughness and clarity of proposal | 5 points |



**APPENDIX A
ACKNOWLEDGMENT FORM**

**RFP 2020-124
WHITE GOODS COLLECTION, TRANSPORTATION, RECYCLING, AND DISPOSAL**

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency.

1. Primary Contact Person Information:

Name / Title:	
Legal Name of Offeror:	
Telephone No.	Alternate No.
Email Address:	Fax Number:

2. Company Information

Other Names of Offeror:			
Street Address Line 1:			
Street Address Line 2:			
City:	State:	Zip Code:	
Website Address:			
Type of Entity / Organizational Structure (check one):			
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Liability Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	Other:
Jurisdiction of Organization Structure:			
Date of Organization Structure:			
Federal Tax Identification Number:			
Washington State UBI Number:			
State Industrial Account Identification Number:			

3. Did an outside individual/agency assist with the proposal preparation?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please describe:
------------------------------	-----------------------------	--------------------------

4. Receipt of Addenda. Offeror acknowledges receipt of the following addenda if any.

Addendum No.:	Dated:	Addendum No.:	Dated:
Addendum No.:	Dated:	Addendum No.:	Dated:
Addendum No.:	Dated:	Addendum No.:	Dated:

5. In submitting this proposal, Offeror represents that Offeror has read this solicitation, all attachments, contract terms and conditions, and all addenda, understands them and desires to submit this proposal to Kitsap County.
6. Offeror agrees that its proposal will remain in effect for not less than **ninety (90) calendar days** from the proposal due date and may not be withdrawn or modified during that time.
7. Offeror agrees that the information provided by the Offeror in Appendix C (Cost Proposal) reflects all costs for equipment and services to be provided to the County in compliance with the solicitation, and that no additional fees or charges will be incurred by the County other than as identified in the proposal.
8. Offeror agrees that if awarded a Contract, the Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the Contract documents, equipment/services to be provided under this solicitation and will comply with the minimum insurance requirements.
9. The undersigned certifies that he/she is authorized, offers, and agrees to furnish the services/equipment in accordance with the solicitation requirements; that the information provided in the proposal is true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the proposal and terms of the solicitation.

Signature (Offeror's Authorized Representative): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20____



**APPENDIX B
EXCEPTIONS FORM**

**RFP 2020-124
WHITE GOODS COLLECTION, TRANSPORTATION, RECYCLING, AND DISPOSAL**

OFFEROR'S NAME: _____

All Offeror's representations, whether verbal, graphical or written, will be relied on by the County in the evaluation of the responses to this RFP. This reliance on the Offeror's represented expertise it to be considered as incorporated into any, and all, formal Contracts between the parties.

Offerors shall identify all exceptions taken to the RFP and Appendices. If there are any exceptions taken to any of the terms, conditions, or specification of this RFP, they must be clearly identified on the table below and returned with the Proposal. Unallowable or questionable exceptions may cause a Proposal to be non-responsive. Exceptions noted elsewhere in a Proposal, and not specified on this form, will be considered void and not part of the Proposal. Specifically describe all exceptions taken (attach additional pages if needed):

Exceptions (check one):

- No exceptions. By checking this box, the Offeror acknowledges that there are no exceptions to RFP 2020-124
- Exceptions taken and fully identified.

REFERENCE TO			DESCRIPTION
<i>RFP Section No. and Page No.</i>	<i>Describe Exception</i>	<i>Explain this is an issue</i>	<i>Identify proposed modification or resolution, if any</i>



**APPENDIX C
COST PROPOSAL FORM**

**RFP 2020-124
WHITE GOODS COLLECTION, TRANSPORTATION, RECYCLING, AND DISPOSAL**

The undersigned bidder proposes to provide Kitsap County all labor, equipment and materials for White Goods Collection, Transportation, Recycling and Disposal Services at the Hansville, Olalla and Silverdale Recycling and Garbage Facilities.

Item	UNIT PRICE
CFC (per unit)	\$
Non-CFC (per unit)	\$
Ammonia (per unit)	\$
Other costs (if any): _____	\$
Other costs (if any): _____	\$
	\$
	\$

This proposal is made in accordance with the published Project Description and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Offeror

Contact Person

Company Name (Print)

Name (Print)

Company Address

Signature

City, State Zip Code

Title

Phone

Email

Fax

Date

Company Tax ID Number

APPENDIX D
DRAFT CONTRACT

CONTRACT NO. TBD
Contract for General Services

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

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

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1. The Contract will become effective on 9/1/2020 and terminate on 8/31/2021, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of 4 years. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. DEFINITIONS

- 2.1. Contract means this Contract and any exhibits, amendments, specifications, schedule, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation). All such documents are incorporated herein in full by this reference.
- 2.2. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.

SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT

- 3.1. Scope of Work. The Contractor shall provide the services as identified in Attachment A, Scope of Work, in compliance with the Contract.
- 3.2. Compensation/Price. The compensation paid under the Contract by the County shall not exceed \$[Contract Amount]. Compensation for all services shall be as provided in Attachment B, Compensation, and unless otherwise stated shall include all taxes, levies, duties and applicable tax. No increase in the price may be made without the prior written consent of the County.
- 3.3. Invoice. The Contractor will submit one (1) invoice per month to the County for payment of services completed to date, unless otherwise agreed. Each invoice shall identify the services provided, dates of service, and any other information requested by the County. In the event of a good faith dispute regarding the invoice amount, the County may with prior notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved, subject to Section 6.4. The Contractor shall continue to perform its obligations under the pending dispute resolution.

- 3.4. Payment. The County will make reasonable efforts to pay the Contractor within 30-days from the date the County receives a complete and correct invoice, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.
- 3.5. 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 during any period of noncompliance.
- 3.6. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving 10-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 in its discretion: a) accept a decreased price offered by the Contractor; b) terminate the Contract; or c) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.
- 4.4. Procedures. Upon notice of termination, the Contractor shall stop all services as directed in the notice and minimize further costs. All 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 the services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

SECTION 5. WARRANTIES, ACCEPTANCE

- 5.1. Warranties. The Contractor warrants and represents to the County as follows:
 - 5.1.1. Contractor and its Personnel: a) are competent and possess the necessary and appropriate skills, training, background, experience, and qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them under the Contract; b) will behave in a professional and responsible manner; and c) will comply with all laws, safety and security requirements, and procedures when accessing the County locations; and d) keep the County informed of the progress of the services at the manner, method, and intervals requested by the County.
 - 5.1.2. All services will be performed with due care, diligence, and skill consistent with the Contract specifications and best industry standards by appropriately qualified and experienced Personnel.

- 5.2. Inspection, Testing and Acceptance. All services are subject to inspection and acceptance by the County. In the event of nonconforming services, the County may at its discretion: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring the services into compliance at no additional cost to the County; and/or d) terminate the Contract and seek all remedies available in law and in equity. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3. Damage to County Property. The Contractor shall provide all services so that no damage to any County buildings or property results. If damages occur, the Contractor shall at its sole expense, repair and replace the damage as approved by the County.

SECTION 6. INDEMNIFICATION

- 6.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 6.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be restricted in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 6.3. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
- 6.4. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of claim in writing within 14-days from the notice date and advise the County if the Contractor accepts or denies tender. The County may in its discretion withhold payment of any money due to Contractor 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 the County's requests for information. The County at all times reserves the right, but not the 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 County's prior written consent. The Contractor shall promptly advise the County of any known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions this section is a material breach.

SECTION 7. INSURANCE

- 7.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged all insurance required in this Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 7.2. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 7.3. Automobile Liability. (Check one of the following options):
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
- 7.4. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 7.5. Pollution Liability. The Contractor shall carry pollution errors and omissions liability not less than \$2 million each loss, \$2 million aggregate.

- 7.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 7.7. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 7.8. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 7.9. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 7.10. Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

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

- 7.11. No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 7.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 8. NOTICE AND CONTRACT REPRESENTATIVES

- 8.1. Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given 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 15-days prior notice to the other party.

County's Contract Representative

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

Contractor's Contract Representative

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

SECTION 9. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

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

- 9.3. Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other party.
- 9.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and their 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 furnishing of any service for this Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 9.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. The Contractor shall have complete responsibility and control over its Personnel. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay, or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION

Ownership. Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the County for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property. Contractor hereby Assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Contract. Contractor further agrees to execute any documents necessary for the County to perfect, memorialize, or record the County's ownership of rights provided herein.

For all Work Products delivered to the County that are not originated or prepared by Contractor or its subcontractors of any tier under this Contract, Contractor hereby grants to the County a non-exclusive perpetual license to use such Work Products for any County purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the County. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the County's ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the County.

- 10.1. Confidential Information. The Contractor shall ensure all personal identifying information, financial information, and other confidential information made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in performance of the Contract (unless publicly available) is kept confidential and secured to prevent unauthorized access. In the event of unauthorized access or other security breach, the Contractor shall promptly notify the County and at its sole expense comply with all requirements of RCW 42.56.590 and RCW 19.255.010, if applicable. Upon Contract termination all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 11. REPRESENTATIONS, RECORDS

- 11.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 11.2. Licenses, Permits, and Taxes. The Contractor shall, at its own expense, obtain and maintain all licenses, registrations, permits, consents, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 11.3. Compliance. Contractor, its Personnel, and the services provided hereunder 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, Contractor and its Personnel shall submit to a background check as directed by the County.
- 11.4. 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 and the Americans with Disabilities Act, as amended, in the performance of the Contract.
- 11.5. 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"). In the event that the County determines that records in the custody of the Contractor are needed for the County 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. If the Contractor considers any portion of any record, whether 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 the 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 to the requester 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 in compliance with the Act, this subsection or court order.

- 11.6. Advertising. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County's prior written consent.
- 11.7. Audit and Record Retention. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County and made promptly available to the County, at no cost to the County.

SECTION 12. RIGHTS AND REMEDIES

- 12.1. Failure to Perform. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within 10-days, following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the satisfaction of the County.
- 12.2. 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.
- 12.3. Responsibility for Errors. All services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any services provided at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of services, even after acceptance by the County and the termination or expiration of the Contract.
- 12.4. Remedies. All County rights and remedies under the Contract are in addition to any other rights and remedies that may be available to the County at law and in equity.
- 12.5. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.
- 12.6. 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.
- 12.7. The County may, upon termination of the Contract, 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 services in substitution for those due from the Contractor.

SECTION 13. GOVERNING LAW, DISPUTES

- 13.1. Governing Law, Venue. The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 13.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due will be decided by the County's Contract Representative. All decisions of the County's Contract Representative are considered final. Nothing herein prohibits either party from seeking judicial relief.

SECTION 14. PREVAILING WAGE

Does Not Apply

SECTION 15. GENERAL PROVISIONS

- 15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond that party's reasonable control including any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties.
- 15.2. Time of the Essence. Time is of the essence in the performance of Contract services.
- 15.3. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.
- 15.5. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 15.6. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 15.8. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 15.9. Non-Exclusive Contract. The County may obtain the same services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.

- 15.10. Survival. The provisions of this Contract that by their sense and purpose should survive termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Warranties, Acceptance), 6 (Indemnification), 7 (Insurance), 9 (Amendments, Subcontracts, and Independent Contractor), 10 (Ownership, Confidential Information), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).
- 15.11. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.
- 15.12. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this ____ day of _____, 2020

Dated this ____ day of _____, 2020

CONTRACTOR NAME

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

Signature

CHARLOTTE GARRIDO, CHAIR

Print Name

ROBERT GELDER, COMMISSIONER

Title

EDWARD E. WOLFE, COMMISSIONER

ATTEST:

DANA DANIELS, CLERK OF THE BOARD

ATTACHMENT A

SCOPE OF WORK

TO BE DETERMINED AFTER CONTRACT AWARD

ATTACHMENT B

COMPENSATION

Payment amount and schedule is set forth below.

TO BE DETERMINED AFTER CONTRACT AWARD