

	<b>KITSAP COUNTY</b> Request for Proposal 2024-010	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788 Email: <a href="mailto:Purchasing@co.kitsap.wa.us">Purchasing@co.kitsap.wa.us</a>
	<b>INSTRUCTIONS</b>	

**REQUEST FOR OFFER TITLE: Law Enforcement Virtual Reality Training System**

**MATERIALS AND/OR SERVICE REQUESTED:** Kitsap County (County) is soliciting, for the Kitsap County Sheriff’s Office, experienced and qualified offerors interested and able to provide a law enforcement virtual reality training system. Proposals are to provide a comprehensive, accessible, and engaging virtual reality (VR) product for an immersive learning experience that fully engages participants in a wide range of scenarios. Contractor will provide all equipment, tools, materials, supplies, transportation, labor, supervision, implementation, configuration, training, and maintenance for the system as provided in the Scope of Work (SOW). Department of Justice Edward Bryne Memorial Justice Assistance Grant money will be used to purchase the VR system.

**CALENDAR OF EVENTS**

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

<b>EVENT</b>	<b>COMPLETION DATE, TIME, AND LOCATION</b>
Issuance of Request for Proposal	February 20, 2024
Written Questions Due	March 13, 2024 by 3:00 pm
Addendum Issued	March 18, 2024 by 3:00 pm
Proposal Due Date	March 29, 2024 by 3:00 pm
Demonstrations	April 1 – 5, 2024, if needed
Start Date	May 15, 2024

**PURCHASING PROGRAM SUPERVISOR: GLEN MCNEIL**

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

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

PHONE: (360) 337-4789  
EMAIL: [Purchasing@co.kitsap.wa.us](mailto:Purchasing@co.kitsap.wa.us)  
[www.kitsapgov.com/das/pages/online-bids.aspx](http://www.kitsapgov.com/das/pages/online-bids.aspx)

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

**OFFERORS ARE ENCOURAGED TO READ THE ENTIRE SOLICITATION.**



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Port Orchard, WA 98366  
Phone: (360) 337-4788  
Email: Purchasing@co.kitsap.wa.us

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**ATTACHMENTS**

Attachment A: Offer and Acknowledgement Form	Attachment E: Identification of Subcontractors Form
Attachment B: Exceptions and Assumptions Form	Attachment F: Subcontractor References Form
Attachment C: Cost Proposal Form	Attachment G: Sample Contract

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Attachment D: Federal Terms

Attachment H: Contractor Reference Form

1. **DUE DATE AND TIME.** Proposals must be received by the Purchasing Program Supervisor at the specified location by the due date and time. Proposals, modifications, and requests to withdraw a Proposal received after the due date and time will be rejected.
2. **OFFER AND ACKNOWLEDGMENT.** Attachment A (Offer and Acknowledgment Form) shall be returned with the Proposal with an original signature by a person authorized to sign the offer. Unsigned Proposals may be rejected by the County as incomplete. Pricing documents and other documents which require information must be completed in ink, typewritten or computer printed. No Proposals will be accepted if pencil is used. Erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person.
3. **QUESTIONS, ORAL COMMUNICATIONS.** Questions concerning the solicitation must be submitted via email to the Purchasing Program Supervisor. Direct communicate with other county staff regarding the solicitation without prior authorization from the Purchasing Program Supervisor is prohibited. Questions will be accepted up to the date and time identified on the solicitation face sheet. All correspondence related to the solicitation should refer to the solicitation number, page, and section. Offerors are to obtain written clarification from the Purchasing Program Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to obtain clarification will not relieve offeror of any responsibility under the solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Program Supervisor.
4. **ADDENDA, ATTACHMENTS.** County will issue a written addendum when clarifying or modifying the solicitation. Substantive questions and answers are provided in addendum on the County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. Offeror is responsible for obtaining copies of the addenda and acknowledging receipt of all addenda on Attachment A (Offer and Acknowledgment Form). Offeror shall complete and submit all attachments with the Proposal. Proposals that do not comply may be rejected as nonresponsive.
5. **EXAMINATION OF SOLICITATION AND SITE.** By submitting a Proposal, Offeror certifies compliance with all federal, state, and local laws, rules, and regulations that may affect the cost or performance of the goods and services have been considered, the solicitation has been read and all terms, conditions, and specifications understood, and Offeror has full knowledge of the nature, scope, and extent of how local conditions may affect the goods and services to be provided.
6. **LIABILITY FOR ERRORS.** County does not guarantee or warrant the information in the solicitation is accurate nor is it necessarily comprehensive or exhaustive. Nothing in the solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
7. **PREPARATION COSTS, TAXES.**
  - A. County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting,

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developing, demonstrating, presenting, negotiating, or providing a response and/or samples, for this solicitation. All such activities are done at offerors sole expense. Proposals should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

- B. Proposals shall be submitted on the forms provided in the solicitation. Proposals shall include all costs as described and indicated by the specifications. 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 goods and services. 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 are required.
8. ACCEPTABLE FORMATS, NUMBER OF COPIES. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit in another format must be approved by the Purchasing Program Supervisor. Proposals shall be submitted with one (1) original, (1) electronic format, and three (3) hard copies. Faxed and emailed Proposals will not be considered.
  9. SUBMISSION. Proposals shall be submitted to the Purchasing Program Supervisor at the location specified on the solicitation face sheet in a sealed envelope/package provided by Offeror and shall include offeror's name and address, solicitation name and number on the outside of the envelope or package. Offeror is responsible for the timely delivery of submitted Proposals, regardless of the delivery method. Proposals received after the offer due date and time will not be opened or considered. The timeliness of submissions is determined by the County.
  10. OFFER ACCEPTANCE PERIOD. Proposals must remain open and valid, and may not be redrawn or amended, for at least **one hundred twenty (120) days** following the opening date and time. County may request an extension of the offer acceptance period.
  11. COUNTY'S RIGHT TO WITHDRAW AND AMEND SOLICITATION. 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 or no reason, up to contract execution. If there is any conflict between solicitation documents, the document issued last in time shall control.
  12. REJECTION OF PROPOSALS OR WAIVER OF IRREGULARITIES. Proposals must comply with the terms of this solicitation and all applicable, federal, state, and local laws, codes, and regulations. County in its sole discretion may a) reject any and all Proposals submitted, or portions thereof, b) waive or reject any defects, informalities, or irregularities; c) reissue the solicitation; d) modify the solicitation; e) cancel the solicitation; and/or f) re-advertise and solicit new Proposals on the same scope of work or on a modified scope of work, when it is in the best interests of or advantageous to the County to do so. County reserves the right to reject any conditional offer and

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

Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the Purchasing Program Supervisor may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Program Supervisor if it: a) does not affect responsiveness, b) is merely a matter of form or format, c) does not change the relative standing of or otherwise prejudice other offerors, d) does not change the meaning or scope of the solicitation, e) is trivial, negligible, or immaterial in nature, f) does not reflect a material change in the work, or g) do not constitute a substantial reservation against a requirement or provision.

13. NON-RESPONSIVE PROPOSALS. County may at any time reject all or part of any offer as nonresponsive for any of the following reasons: a) late or incomplete offer; b) noncompliance with any part of the solicitation; c) inaccurate, misleading, exaggerated, or false information; or d) failure to respond to every solicitation item or to provide all information requested.
14. ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is executed by both parties consistent with all County contractual requirements.
15. OFFEROR WITHDRAWAL OF OFFER. Offerors may modify or withdraw a submitted offer prior to the offer due date and time. A request to modify or withdraw an offer must be in writing, signed by an authorized representative of the offeror, and submitted to the Purchasing Program Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the offer due date and time.
16. DELAYS. County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation face sheet if it is advantages to the County to do so.
17. SERIAL NUMBERS. Offerors which include equipment shall be for equipment on which the original manufacturer’s serial number, if applicable, has not been altered in any way. Throughout the contract term, County reserves the right to reject any altered equipment.
18. BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated and intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Proposals based on equivalent products shall clearly describe the alternate offered and indicate how it differs from the product specified and include complete and sufficient descriptive literature and specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. County has the sole authority to accept or reject any like item and may require offeror to provide additional information and/or samples. If Offeror does not specify otherwise, it is understood the referenced brand will be supplied.



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19. **SPECIFICATIONS.** Apparent silence or omission in the specifications of the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.
20. **EXCEPTIONS AND ASSUMPTIONS.** Proposals in strict compliance with the solicitation are desired. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in the offer using Attachment B (Exceptions and Assumptions Form). If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumption shall mean offeror accepts and meets all solicitation requirements in every respect.
21. **DESCRIPTIVE LITERATURE.** Proposals shall include complete manufacturer's descriptive literature regarding the equipment, goods and services proposed to be furnished. Literature shall be sufficient in detail to allow a full and fair evaluation of the Proposal submitted. Failure to include this information may result in the offer being rejected.
22. **TEST MODELS/SAMPLES.** County may request that offerors provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered 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. At the conclusion of the testing, offeror may retrieve the product, if practical. County is not responsible for any damages that may occur to any products supplied for testing.
23. **FIRM PRICING.** Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
24. **NON-EXCLUSIVE CONTRACT.** County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
25. **WARRANTY.** Contractor warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which County may reasonably determine is the responsibility of offeror, for a minimum of 90-days after final acceptance and without cost to the County for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.
26. **CONFLICT OF INTEREST.** Offerors shall disclose in the offer letter if offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or

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appointed official with authority to award the solicitation.

27. LAWS, LICENSES, CERTIFICATIONS. All Solicitations and Proposals are subject to all applicable legal requirements and regulations. 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 proposal and during the entire contract period, including extensions.
28. PUBLIC RECORD, CONFIDENTIAL INFORMATION. All Proposals and other records submitted to the County in response to the Solicitation become the property of the County and are subject to the Public Records Act (Act), chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be protected from inspection and copying under Washington law, offeror shall specifically identify each page and item it claims to be exempt from disclosure in the offer letter. If the County receives a request under the Act to inspect or copy the information that has been identified by offeror as exempt from disclosure, County's sole obligation is to make a reasonable effort to notify offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin such disclosure pursuant to RCW 42.56.540. County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. County has no obligation to claim any exemption from disclosure on behalf of offeror. County will not be liable to offeror for releasing records that have been marked by offeror as exempt.
29. COOPERATIVE PURCHASING. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with Kitsap County may purchase from County Contracts. Offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. County has no responsibility for the payment of such purchases. This is for information only and not to determine award.
30. DISCUSSIONS. County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
31. CONTRACT TERMS. Offerors must carefully read and review Attachment G (Contract). The final Contract with the County will be substantially similar to it. If an Offeror wishes to make changes to the Contract, the proposed changes must be submitted with the Proposal using the Exceptions and Assumptions Form and must be clear, legible, and conspicuous. Offeror must also provide the rationale for all proposed changes. If no changes are submitted with the proposal, it is understood that the terms and conditions of the sample contract have been accepted. County reserves the right to add terms and conditions during contract negotiations.
32. REFERENCE CHECKS. County may conduct reference checks to verify offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. County reserves the right to obtain reference checks, other than those provided by offeror, relevant

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to the good and services to be provided.

33. **PROPOSAL FORMAT AND CONTENTS.** Offerors are to respond to all information requested in this solicitation. Offerors must follow the format set out in this solicitation and provide all information requested. Proposals should be consecutively numbered and organized as identified below and include all appendices, appropriately signed, tabbed, and referenced.

**A. Introduction – Company Profile**

1. Offeror’s full legal name and all other names used by offeror since company formation, including trade names and assumed business names, and corresponding dates of use.
2. Complete description of ownership, age, and scope of offeror’s company.
3. Detailed organizational chart identifying the organizational structure, including parent companies, subsidiaries, affiliates and other related entities and controlling equity holders.
4. If incorporated, identify the state of incorporation.
5. Identify if offeror, under any business name, has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding such action.
6. Provide name/title of person authorized to execute the Contract on offeror’s behalf.

**B. Experience, References**

1. Identify previous experience, capabilities, and other qualifications to provide the goods and services requested.
2. Provide three (3) references from entities offeror has provided or is providing the same or similar services using Attachment H (Contractor Reference Form). References shall be for the same or similar types of goods/services to be performed under the Contract.

**C. Key Personnel And Subcontractors**

1. Identify and describe the roles and qualifications of all individuals who will be part of the management team.
2. Provide business names, titles, roles, responsibilities and qualifications of Subcontractors.
3. Provide references for all entities and subcontractors providing goods and/or services under the Contract. See attachments.
4. Identify if any proposed Subcontract(s), under any business name, has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding such action.
5. Describe how Contractor will manage Subcontractors and assign responsibilities.

**D. Services and Cost Proposal**

1. Complete and return the Scope of Work with any exceptions or deviations.
2. Describe any Service enhancements and/cost reductions if awarded the Contract.
3. Complete and provide the Attachment C (Cost Proposal Form).

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E. Performance (Active and Inactive Contracts).

1. Provide complete list of all closed or pending legal judgments, claims, or lawsuits, against offeror or its Subcontractors including a summary of the complaint, answer, and final disposition, if closed, in the past five (5) years, include caption and cause number.
2. Identify if any closed or pending legal judgments, claims, or lawsuits contributed to any contracts being terminated, or were related to any deficiencies, concerns, failures, non-compliance, sanctions, or monetary off-sets during the contract term.

F. Descriptive Literature. Proposals shall include complete manufacturer’s descriptive literature regarding the equipment and goods to be furnished and contain sufficient detail to provide a full and fair evaluation of the equipment and goods to be provided.

34. EVALUATION CRITERIA.

A. A committee of individuals representing the County will perform an evaluation and ranking of the Proposals. County reserves the right to award a contract solely on the written proposal. Evaluation of the Proposals will be based on a competitive selection process, which will not be limited to price alone. The evaluation committee may seek reviews of end users of the services or advice or evaluations of subject matter experts. County reserves the right, in consultation with the evaluation committee, to reject any and all proposals. The evaluation committee will evaluate and numerically score each offer based on the criteria below and weight assigned to each.

1. Company Profile, Experience, References, Personnel	[15 points]
2. Project Approach	[20 points]
3. Ability to Perform	[35 points]
4. Functional Capabilities	[35 points]
5. Cost Proposal, Attachments	[25 points]
<b>TOTAL POINTS</b>	<b>130 Points</b>

35. INTERVIEWS. County may request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators’ scores achieved on the second rating. County shall not reimburse the offeror for the costs associated with the interview process.

36. NEGOTIATIONS. Negotiations will be scheduled at the convenience of the County. Should the evaluation process have resulted in a top-ranked proposal, County may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. This process may continue until successful negotiations are achieved. County reserves the right to terminate negotiations with any offeror should it be in the County. County reserves the right to reject any and all proposals submitted.



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END OF INSTRUCTIONS

	<p style="text-align: center;">KITSAP COUNTY Request for Proposal NO. 2024-010</p>	<p>Purchasing Department 619 Division St., 4<sup>th</sup> Floor Port Orchard, WA 98366</p>
	<p style="text-align: center;">SCOPE OF WORK</p>	

SECTION 1. SCOPE

Kitsap County (County) requests proposals from experienced companies that provide virtual reality (VR) products capable of delivering to the Kitsap County Sheriff’s Office (KCSO) law enforcement training. KCSO is looking for a Virtual Reality learning experience that engages participants in the learning process with a wide range of virtual scenarios which is not hosted by the County. The platform should provide for comfort, ease of use, manageability, enterprise readiness, integrations, security and scale, Contractor will provide all equipment, tools, materials, supplies, transportation, labor, supervision, implementation, configuration, training, and maintenance for the system as provided in the Scope of Work (SOW).

This solicitation is funded using the Department of Justice Edward Bryne Memorial Justice Assistance Grant money. The total project amount cannot exceed \$140,000.00.

The solution is targeting a project-based deployment with no SaaS or ongoing subscription model. Due to the critical nature of each provision in the SOW, the Offeror must indicate below whether they understand and agree to comply with the various sections herein. If the Offeror checks partial compliance, there must be a corresponding explanation on the Exception and Assumptions form.

SECTION 2. DEFINITIONS

- 2.1 Addenda means written instructions issued by the Purchasing Program Supervisor prior to the offer due date and time which modify or interpret the solicitation documents by additions, deletions, clarifications, and/or corrections.
- 2.2 Contract means this agreement to provide the goods and services that are the subject of this solicitation. The Contract will be comprised of the solicitation documents, which include the instructions, scope of work, specifications, any County clarifications and addenda, Contractor’s proposal as accepted by the County, the agreement signed by the parties, and all appendices, attachments, amendments and exhibits referenced herein and therein.
- 2.3 Contractor means the person or entity awarded a contract resulting from this solicitation.
- 2.4 Contractor Representative means a person authorized to act on behalf of the Contractor.
- 2.5 County means Kitsap County, Washington.
- 2.6 Exception means the offeror’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the solicitation.

- 2.7 Law enforcement means law enforcement officers and corrections officers.
- 2.8 Offeror means the entity who submits a proposal in response to the solicitation.
- 2.9 Personnel means Contractor and Contractor's employees, subcontractors, volunteers, interns, agents, and any other person utilized by Contractor directly or indirectly or through third parties to provide any Services under the Contract.
- 2.10 Proposal or offer means all documentation and information submitted by the offeror in response to this solicitation.
- 2.11 RFP or solicitation mean this entire solicitation packet without limitation, the instructions, scope of work, specifications, all addendums, exhibits, and attachments.
- 2.12 Subcontractor means any contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, making or furnishing of any material or Service for the performance of the Contract.
- 2.13 Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the solicitation.

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

SECTION 3. OBJECTIVES, PROPOSAL

COMPLY:  Yes  No  Partial

- 3.1 System should provide training for law enforcement and corrections officers in de-escalation, use of force, crisis response, encounters with persons in mental health crisis, and customizable by the agency to create scenarios and the like through participation in a variety of realistic immersive highly interactive progressive scenarios, with high quality graphics involving different ethnicities and genders, wherein multi-user (at least three but more would be preferred) interaction in the lesson can fully immerse themselves in a robust training experience. An unlimited number of scenarios should be included, at no additional cost.
- 3.2 The weapons provided with the System shall closely mimic the real weapons utilized by KCSO law enforcement. Software should be fully functional, configurable, and customizable virtual training software that support all weapons platforms including Sig Sauer P320, AR-15 rifle, Axon Taser, Baton, and Oleoresin Capsicum. Emphasis will be placed on visual, auditory, tactile and haptic feedback.
- 3.3 System should provide realistic immersive challenging scenarios that require law enforcement and corrections officers to make split second decision, improving their judgment, problem solving and critical thinking abilities, as well as customizable to incorporate KCSO policy.

- 3.4 Contractor will provide all equipment, tools, materials, supplies, transportation, labor, supervision, implementation, configuration, training, and maintenance for the System. Proposal shall include product name, description, latest version of the proposed products, and data flow/architecture diagrams, as well as identify all currently available features. Other value-add modules, products or services may be proposed and considered.
- 3.5 System should be easy to use by staff with varying levels of computer proficiency as well as being reliable and portable, easy to setup and breakdown and allow for easy transport from location to location.
- 3.6 System should be easily configured to address the specific training needs of the agency, provide for group training scenarios, enabling multiple deputies to participate simultaneously in the same scenarios and scaled for use at local, regional or national levels. The instructors should be able to adjust scenarios as necessary for unexpected variations.
- 3.7 Proposal should include examples of how the system has effectively trained law enforcement and corrections officers.

SECTION 4. HARDWARE REQUIREMENTS                      COMPLY:  Yes  No  Partial

- 4.1 System should be portable and self-powered. Power pack (battery) will have spares and a charging station that can be charged on scene with ancillary power source. Weight should be in accordance with reasonable weight limits for a 160-pound human being in moderate physical condition.
- 4.2 VR device will be constructed of ABS or other material that will not conduct static electricity and will be water resistant (waterproof is preferred). Proposal should identify any limitation on system use, such as outdoor or other environmental use restrictions.
- 4.3 VR device headset will accommodate a range of head sizes via adjustable straps and or dials. User experience will minimally impact head muscles and is of reasonable weight as to not tire said muscles. KCSO will start the program utilizing three (3) complete VR set-ups, including headsets, weapons and supporting equipment (e.g. backpack systems for batteries and sensors).
- 4.4 Tracking should be self-contained, for accurate positional tracking of VR devices in an interior environment, with the exterior environment preferred but not required. Positional tracking markers may be employed if necessary.
- 4.5 System should have sufficient connectivity ports to accommodate the VR headset, controllers, and any additional peripherals required. If required, a minimum of one port on the portable unit to download data collected by user VR-Device. Capacity should be minimum USB 3.0.
- 4.6 Display Outputs: GPU should have the necessary display outputs to connect VR headsets,

ensuring proper communication and visual fidelity for the user with a minimum resolution of HD or above. Capacity Minimum HDMI v3.0.

- 4.7 System should not require any wires or cables connected to the headset during use by the student for safety. The headset will support a wireless connection during use. The wireless connection will not result in a loss of features when compared to a wired connection, including student interaction within the same scenario and instructor control/input over the live scenario.
- 4.8 Proposal shall describe any additional on-site hardware and/or software elements required for the application to function.
- 4.9 Proposal shall describe the process for appropriately cleaning the device for multiple users without causing damage.

SECTION 5. SOFTWARE, OPERATING SYSTEM COMPLY:  Yes  No  Partial

- 5.1 System device should support compatibility with Microsoft Windows and Linuz and/or MacOS for collection of data, unless the proposal does not require use of County equipment.
- 5.2 Provide regular updates for GPU drivers, VR device and System firmware and related software should be available to the County on a reasonable periodic basis to keep the System running at peak performance and compatibility.
- 5.3 Software updates and maintenance of software should be included in any bid package to ensure the most current and up-to-date scenarios are available for use. The software shall be free of glitches or potential cyber vulnerabilities.
- 5.4 System should enable students to interact with each other during multi-user scenarios and track/see their hand movements.

SECTION 6. SYSTEM REQUIREMENTS COMPLY:  Yes  No  Partial

- 6.1 Evaluation of the System equipment will include, without limitation, graphics resolution, sensors, field of vision, ergonomic comfort, audio quality, and batter life/power endurance.
- 6.2 System should be compatible with the following KCSO County IS local hosting standards, if applicable:
  - o Server Operating System – currently supported Windows operating system.
  - o Client Operating System – Windows 10
  - o Database – currently supported Microsoft databases.
- 6.3 Software should adhere to the KCSO County IS acceptable virtualization using Hyper V or VMware, if applicable.

- 6.4 Software should provide for realistic stimuli virtual reality-based training system with a 360-degree wireless operation (no tethers).
- 6.5 System must also be able to stream the virtual reality scenarios to a television or other monitor so that others can observe and learn from the techniques employed by the participants.
- 6.6 Hosted solutions must be capable of adhering to standard authentication via Entra ID or LDAP technologies.
- 6.7 System should be capable of integration with 1st party and 3rd party tools and solutions.

SECTION 7. SECURITY REQUIREMENTS COMPLY:  Yes  No  Partial

- 7.1 Encryption, transport and physical security requirements.
  - A. Provide details of the security environment used in the proposed system.
  - B. Provide details of the proposed system’s security features, including a description of the number and levels of security access allowed within the system, and any audit functions built into the system to track user activity and access.
  - C. Proposed system must meet and comply with current NIST security standards.
  - D. System must be secure and meet all local, state, and federal data security requirements.
- 7.2 Network Security. Contractor is expected to provide proper network security capabilities in the System and it should allow installation of anti-virus and cyber security applications to guard against cyber threats related to System usage.
- 7.3 System should be able to implement measures to ensure that sensitive or confidential information (CJIS) is not exposed during training session.
- 7.4 System should be able to grant and restrict user rights and roles in the application, including the distinguishment of user roles. Access to the System must require credentials (i.e. username and password) via an authentication platform
- 7.5 System should be able to integrate with a mobile device management third-party utility.

SECTION 8. PROJECT KICK-OFF, MANAGEMENT COMPLY:  Yes  No  Partial

- 8.1 Contractor’s project team and the KCSO project team will conduct a kick-off meeting with all associated personnel to discuss the timeline for systems implementation (as defined in the Contract), the objectives and project scope, resources and scheduling requirements for the Contractor and KCSO.
- 8.2 Contractor must assign a Project Manager for the complete project who will be responsible

for planning and executing all professional services provided by the successful Offeror.

- 8.3 KCSO will provide a Project Manager for the duration of the implementation project. The successful Offeror's Project Manager will work closely with the KCSO Project Manager and other designated KCSO representatives to ensure coordination of all project activities.
- 8.4 All communications between KCSO and the successful Offeror shall be coordinated through their respective Project Managers.

SECTION 9. WARRANTY/GUARANTEE COMPLY:  Yes  No  Partial

- 9.1 Contractor guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the County. To furnish adequate protection from damage for all work and to repair damages of any kind for which Contractor or Contractor's workmen are responsible, to the building or equipment, to Contractor's own work, or to the work of others.
- 9.2 Any merchandise or service provided under the Contract which is, or becomes, defective during the warranty period, shall be replaced by the Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Contractor shall make any such replacement immediately upon receiving notice from the County.

SECTION 10. SYSTEM TESTING COMPLY:  Yes  No  Partial

- 10.1 Contractor will work with County staff to install and set up all hardware and software components and configure the database and servers as necessary to support the software both for testing and when the system is accepted by KCSO for production.
- 10.2 Contractor will work with KCSO to develop a comprehensive test plan to determine if the system meets all functional and technical requirements. Testing will be performed by the Contractor and KCSO project staff.
- 10.3 System will not be considered for a production release until KCSO is satisfied that all issues identified during the testing process have been resolved.
- 10.4 Support will be provided during testing and deployment with tiers. Post deployment will provide for XX days of support and sustainment support available as time and materials or subscription. Hosted solutions will have tiered support with varying levels of support.

SECTION 11. PERFORMANCE, TRAINING COMPLY:  Yes  No  Partial

- 11.1 Training System should have specific profiles for each participant in the VR training and

include a robust student performance tracking feature (participant, date, time and scenario results), generating a comprehensive training record. The record should capture performance statistics, improvements, and relevant data for state retention periods. The training record must be exportable.

- 11.2 System should have capabilities to provide playback from different angles showing student shot placement and stream the virtual reality scenarios to a television or other monitor so that others can observe and learn from the techniques employed by the participants. The recording should be down loadable and saved for future use. Identify any limitations.
- 11.3 Proposal shall include a comprehensive training program to familiarize County staff with the System hardware, software, safety measures, and troubleshooting.
- 11.4 Identify the process for accounting for neighboring law enforcement agencies and/or citizens participating in the training.
- 11.5 Proposal shall include a comprehensive training program to familiarize County staff with the System hardware, software, safety measures, and troubleshooting. If other training methods such as web based or computer-based training are available, this should be indicated in the response to this RFP.
- 11.6 Offeror shall also provide comprehensive user manuals documenting all operations of the software and shall include sample reports, screen illustrations and instructions, and detailed step-by-step training materials to teach non-technical operations and administrative personnel how to use the application in relation to their assigned business processes.

SECTION 12. MAINTENANCE, SUPPORT

COMPLY:  Yes  No  Partial

- 12.1 Contractor shall provide technical support and maintenance services inclusive of all components related to the System for a minimum of two (2) years following installation / implementation. In the event of hardware failure or breakage, the Contractor is responsible for warranting and replacing equipment.
- 12.2 Contractor will provide an SLA with varying levels of support which shall include availability in support tiers.
- 12.3 Proposal shall submit its software maintenance and support plan, which must address the tasks required in the scope of services and include the following components:
  - A. Procedures to resolve critical system issues
  - B. Policy regarding future enhancements and upgrades
  - C. Frequency of software updates and new software releases (i.e., patches and major revision levels) for the solution
  - D. Anticipated life cycle of the software being proposed
  - E. Availability of tiered support options to handle potential escalations
  - F. A description of extended agreements if they are available

- G. Description of periods of scheduled maintenance and system availability during such scheduled maintenance periods

SECTION 13. COSTS, FEES COMPLY:  Yes  No  Partial

- 13.1 The cost of the system should be competitive with similar products found in the market and the company should provide references of agencies currently using the system upon request.
- 13.2 Identify all costs and fees associated with the System and data storage.
- 13.3 System purchase should include customer support at no additional cost.
- 13.4 Identify the cost for proposed cloud and/or off-site hosting solutions must be fully disclosed.
- 13.5 Costs for application upgrades, configuration modifications, and additional functionality must be disclosed.

END OF SCOPE OF WORK

	<b>ATTACHMENT A</b> <b>RFP 2024-010</b>	<b>Purchasing Department</b> <b>619 Division St., 4<sup>th</sup> Floor</b> <b>Port Orchard, WA 98366</b>
	<b>OFFER AND ACKNOWLEDGMENT</b>	

All information requested below must be provided. Failure to properly complete, sign and return this Offer and Acknowledgment Form may cause the offer to be rejected.

1. Primary Contact Person Information for Offeror:

Name / Title: \_\_\_\_\_

Legal Name of Offeror: \_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_ Alternate No. (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Offeror/Company Information (Provide complete legal name and address of place of business)

Name of President/CEO: \_\_\_\_\_

Legal Name of Company: \_\_\_\_\_

Trade Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Website: \_\_\_\_\_

Type of Entity / Organizational Structure:  Corporation,  Partnership,  Joint Venture,  
 Limited Liability Company,  Non-Profit,  Other: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Washington State UBI Number: \_\_\_\_\_

State Industrial Account Identification Number: \_\_\_\_\_

Name and Address of Resident Agent: \_\_\_\_\_

3. Did an outside individual/agency assist with the offer preparation?  Yes  No

If yes, please identify: \_\_\_\_\_

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 \_\_\_/\_\_\_/\_\_\_

5. Offeror agrees that this offer shall remain valid for not less than **120 days** from the offer due date and may not be withdrawn or modified during that time.

6. Offeror agrees the submission of the Proposal constitutes acceptance of the Solicitation contents and terms and conditions, unless otherwise identified in the Exceptions and Deviations Form.

7. Offeror by submitting this Offer and Acknowledgment Form, certifies as following:

a. Offeror has considered all applicable federal, state, and local laws, ordinances, rules, regulations applicable to the services and goods to be provided under this solicitation.

b. Offeror has fully read and understand the contents of the solicitation and have full knowledge of the scope, nature, requirements, and specifications and agrees to mee or exceed the same.

c. Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and services to be provided.

d. Offeror has submitted this offer without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Offeror understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

e. The undersigned is an authorized representative of the offeror/company identified above; is authorized to summit this offer on behalf of that company and obligation the agrees on behalf of the company to furnish all goods and services in accordance with the terms and conditions of the solicitation.

Offeror's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024



ATTACHMENT B  
RFP 2024-010

Purchasing Department  
619 Division St., 4<sup>th</sup> Floor  
Port Orchard, WA 98366

EXCEPTIONS AND ASSUMPTIONS FORM

OFFEROR'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:** Offeror is not requesting exceptions to the solicitation and associated documents.

Offeror requests the exceptions and/or assumptions identified below:

No	RFP Section, Pg, and Reference	RFP language to which an Exception/Assumption taken	Basis for each Exceptions and Assumptions	Proposed Language	Price/Schedule Impact
1.					
2.					
3.					
4.					
5.					
6.					

7.					
8.					
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10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

\_\_\_\_\_  
Signature of Offeror's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Offeror's Authorized Representative (print)

\_\_\_\_\_  
Title

	<p align="center">ATTACHMENT C RFP 2024-010</p>	<p>Purchasing Department 619 Division St., 4<sup>th</sup> Floor Port Orchard, WA 98366</p>
	<p align="center">COST PROPOSAL</p>	

**A. SYSTEM DESCRIPTION – VIRTUAL REALITY TRAINER**

DESCRIPTION	COST	CLARIFICATION
Planning of virtual reality trainer system		
Full implementation of virtual reality trainer system	\$	
All hardware and software	\$	
Maintenance	\$	
In-house training for KCSO staff	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Additional modules, scenarios, other add-ons	\$	
Additional headset, after delivery and installation	\$	
	\$	
<b>TOTAL PRICE</b>		

Full Implementation shall include the following phases: developing, implementing, testing, troubleshooting, and maintenance.

**TOTAL PRICE IS THE ALL-INCLUSIVE PRICE FOR EVERYTHING.**

Cost of additional headset after delivery and installation

**B. ADDITIONAL ACCESSORIES FORM – VIRTUAL REALITY TRAINER**

Proposal should include a price list of all the additional equipment/accessories that can be purchased with the virtual reality trainer equipment. The name of the accessory/equipment, unit price and additional information on the form below. Include all networking components anticipated for implementation.

<b>ADDITIONAL ACCESSORIES, EQUIPMENT</b>	<b>COST</b>	<b>CLARIFICATION</b>
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

	<b>ATTACHMENT D</b> <b>RFP 2024-010</b>	Purchasing Department 619 Division St., 4 <sup>th</sup> Floor Port Orchard, WA 98366
	<b>ADDITIONAL FEDERAL TERMS FOR          FEDERALLY FUNDED PROJECT</b>	

The purchase of goods and/or services funded in whole or part by the federal government are subject to the requirements of 2 CFR §§ 200.317-200.326 and 2 CFR Part 200, Appendix II. The Contractor is responsible for ensuring its compliance with all applicable federal requirements. The following contract clauses are incorporated in the Contract.

Contractor shall comply with the following federal terms and conditions: Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs. Subrecipient agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183).
- D. **APPLICABLE LAWS**  
 The Subrecipient Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subrecipient agrees to comply with the requirements of section 603 of the Act, the Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this Subrecipient Agreement. Federal regulations applicable to this grant may include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, 2 C.F.R. Part 200, including the following: Subpart A, Acronyms and Definitions; Subpart B, General Provisions; Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; Subpart D, Post-Federal Award Requirements; Subpart E, Cost Principles; and Subpart F, Audit Requirements.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations.
8. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability;
  - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
  - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and

- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- E. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- F. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- G. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. DISCLAIMER

1. The United States expressly disclaims all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this grant or any contract, or subcontract under this grant.
2. The acceptance of this grant by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

I. CONFLICT OF INTEREST. Subrecipient understands and agrees it must maintain and comply with a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and such policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to the County or Treasury, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

J. PROTECTION FOR WHISTLEBLOWERS

1. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following: (1) a member of Congress or a representative of a committee of Congress; (2) an Inspector General; (3) the Government Accountability Office; (4) a Treasury employee responsible for contract or grant oversight or management; (5) an authorized official of the Department of Justice or other law enforcement agency; (6) a court or grand jury; and (7) a management official or other employee of Subrecipient, Subrecipient, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- K. **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company-owned, rented or personally owned vehicles.
- L. **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.
- M. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- N. **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387),** as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- O. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. C. This certification is a material representation of fact

relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment. D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

P. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Q. APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING  
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. See §§ 200.323, 200.216, 200.322.

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

Contractor certified that that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

	<b>ATTACHMENT E</b> <b>RFP 2024-010</b>	<b>Purchasing Department</b> <b>619 Division St., 4<sup>th</sup> Floor</b> <b>Port Orchard, WA 98366</b>
	<b>LIST OF SUBCONTRACTORS</b>	

OFFEROR'S NAME: \_\_\_\_\_

OFFERORS: Provide the following information for all proposed subcontractors that may provide goods and/or services on behalf of the offeror under this solicitation. Additional pages may be attached if necessary

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Offeror's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_ 2024

	<b>ATTACHMENT F</b> <b>RFP 2024-010</b>	Purchasing Department 619 Division St., 4 <sup>th</sup> Floor Port Orchard, WA 98366
	<b>SUBCONTRACTOR REFERENCES</b>	

OFFEROR'S NAME: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_. For each subcontractor, provide three (3) references that can verify the subcontractor's experience and ability to provide the goods and/or services subcontractor may provide on behalf of offeror under this solicitation.

Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this solicitation.

Offeror's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_ 2024

	ATTACHMENT G RFP 2024-010	Purchasing Department 619 Division St., 4 <sup>th</sup> Floor Port Orchard, WA 98366
	PROFESSIONAL SERVICES CONTRACT	

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

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

**SECTION 1. TERM AND EFFECTIVE DATE**

1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

**SECTION 2. SERVICES**

2.1. Scope of Work. Contractor shall provide all “Services” identified in Attachment A (Request for Proposal KC-202-010) and Attachment B (Contractor’s proposal as accepted by the County). Contractor shall provide its own equipment, labor, and materials, unless otherwise provided in the Contract.

2.2. Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A, B, C (Cost Proposal), D (Federal Terms) and the Department of Justice Byrne Memorial Justice Assistance Grant Program contract requirements. All of which are incorporated in full by this reference.

2.3. Personnel. 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 Contractor directly or indirectly or through third parties to perform any Services under the Contract. Contractor shall promptly remove any Personnel performing Services on request from the County Representative.

2.4. Standards. Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, staff, 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 provided consistent with all Standards identified in the solicitation and the County’s reasonable satisfaction.

2.5. Communication. 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 C: Compensation, which is incorporated herein by reference.
- 3.2. Invoice. Contractor shall submit one (1) invoice to the County per week for reimbursement of all food, supplies, and services provided under the Contract. Each invoice shall be specific and contain all information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay Contractor within 30-days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to 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 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 Contractor unless otherwise provided herein.
- 3.5. Restrictions. Contractor will only be entitled to receive payment for Services expressly authorized in the Contract and received and accepted by the County during the Contract term. 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 (10) days prior notice to 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 at its sole discretion: (1) accept a decreased price offered by 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 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 Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. Contractor shall immediately notify the County if Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, 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 Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to Contractor only for Services performed and accepted by the County through the termination effective date, less any liquidated damages assessed for nonperformance. 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, 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 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 Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, 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 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, 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 Contractor and the County, its officers, officials, employees, and agents, Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of 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 Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against Contractor based on the indemnity contained herein. 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 Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice. 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 Contractor's indemnity and defense obligations under the Contract. 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. Contractor shall promptly advise the County of any occurrence or information known to 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. 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 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 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 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. Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
- 6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. 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, 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 Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.7. Primary, Non-Contributory Insurance/Subcontractors. 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. 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, 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 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 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, 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 Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if 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, 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 Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by 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. 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 Contractor's liability coverage is written as a claims-made policy, 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:

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. Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between 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. 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. Contractor shall have complete responsibility and control over its Personnel. Neither 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. 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. 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 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 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 Contractor and is not “work made for hire” within the terms of the Contract.
- 9.2. Confidential Information/Breach. Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County, or acquired or developed by 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 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, 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. 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 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. 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. Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

- 10.3. Compliance. Contractor and its Personnel, and the Services provided by 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, Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. 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. Contractor agrees 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 Contractor are needed to respond to a request under the Act, Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, 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 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 Contractor of the request and the date that such protected information will be released unless Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If 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 Contractor to claim any exemption from disclosure under the Act. The County will not be liable to Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. 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. Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, 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 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 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 Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that Contractor give a written assurance of intent to perform. Should 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, 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, 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. 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 Contractor and to obtain reimbursement from Contractor for any damages, expenses, or costs incurred by the County due to 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 Contractor the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. 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 Contractor under the Contract.
- 11.8. Liquidated Damages. It would be impractical and extremely difficult to assess the actual damage sustained by the County in the event of delays or failures in Service. The County and Contractor, therefore, presume that in the event of any such failure to perform to the Standards, the amount of damages which will be sustained will be the amounts provided in the Contract, which represent both parties' best estimate of the damages resulting from the injury that in the event of any such failure. Contractor shall pay such amounts as liquidated damages and not as a penalty. For amounts due the County as liquidated damages, the County may deduct from any money payable to Contractor or may bill Contractor as a separate item. By executing the Contract, Contractor expressly agrees to the amount, and imposition, of liquidated damages, as provided in the Contract. The County will provide written notice to Contractor's Representative of all liquidated damages assessed quarterly accompanied by detail sufficient for justification of the assessment. The County may assess liquidated damages for non-compliance without a written cure notice. Failure of the County to assess liquidated damages in any preceding quarter does not waive the right of the County to later request payment of all such damages.

- 11.9. The parties agree that no liquidated damages will be assessed against Contractor during the initial 60-day transition period following the effective date of 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 Contractor will be decided by the County's Contract Representative. All such decisions are considered final; however, nothing herein prohibits either party from seeking judicial relief.

## **SECTION 13. GENERAL PROVISIONS**

- 13.1 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.
- 13.2 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.
- 13.3 No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 13.4 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 Contractor.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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).

13.9 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.

13.10 Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**CONTRACTOR NAME**

**KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**JOHN GESE, SHERIFF**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**DATED or ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
**KATHERINE T. WALTERS**, Chair

\_\_\_\_\_  
**CHRISTINE ROLFES**, Commissioner

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Commissioner

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

## ATTACHMENTS



ATTACHMENT H  
RFP 2024-010

Purchasing Department  
619 Division St., 4<sup>th</sup> Floor  
Port Orchard, WA 98366

CONTRACTOR REFERENCES

OFFEROR'S NAME: \_\_\_\_\_

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

By signing below, Offeror provides authorization to the County to contact the references provided and any other entities to which the Offeror is providing the same or similar service to obtain information about the offeror for purposes of the solicitation.

Offeror's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_ 2024