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|  | <b>REQUEST FOR QUALIFICATIONS<br/>2022-145</b> | <b>KITSAP COUNTY<br/>PURCHASING OFFICE</b><br>614 Division St., MS-7<br>Port Orchard, WA 98366 |
|   | <b>SOLICITATION FACE SHEET</b>                 |  |

**SOLICITATION TITLE**

Architecture and Engineering Consultant Services for selected Capital Projects at Olympic View Transfer Station

**MATERIALS/SERVICES REQUESTED**

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking submittals from qualified firms to provide architecture and engineering consultant services for oversight, review, and quality assurance/quality control of selected capital projects at Olympic View Transfer Station.

**CALENDAR OF EVENTS**

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

| Event  | Completion Date and Time                 |
|--|--|
| Issuance of Solicitation                                 | Monday, November 7, 2022                 |
| Written Questions Due                                    | Monday, November 14, 2022, at 12:00 p.m. |
| Issuance of Addendum with Responses to Written Questions | Friday, November 18, 2022                |
| Submission Deadline                                      | Thursday, December 8, 2022, at 2:00 p.m. |
| Contract Executed  | January 2023                             |
| Estimated Start Date                                     | February 2023                            |

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

**SUBMIT OFFERS TO:**

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

**OR**

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

Phone: (360) 337-4789

Email: [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov)

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

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

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|   | <b>INSTRUCTIONS TO OFFERORS</b>                |  |

1. **DEFINITIONS.** The following definitions will be used in this solicitation, the associated documents, and the resulting Contract.

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

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

2. **DUE DATE AND TIME.** All offers must be received by the Kitsap County Purchasing Department at the specified location by the offer due date and time. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected.

3. **ACKNOWLEDGMENT.** The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offers may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) electronic copy (flash/thumb drive)** and **three (3) paper copies** of their offer with their submittal.

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4. ACCEPTABLE FORMATS. Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the Purchasing Agent.
5. ELECTRONIC DOCUMENTS. The solicitation is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.
6. SUBMISSION. Offers must be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope/package provided by the offeror and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope/package. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the offer. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County. Postmarked, facsimile, or emailed offers will not be considered.
7. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Offerors are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, offerors are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).
8. QUESTIONS, COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent. Questions to or communications with other Kitsap County staff may disqualify offerors from the evaluation process. Written questions will be accepted until the date and time identified on the solicitation face sheet. All correspondence related to this solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Agent regarding any inadequacy, omission, or conflict prior to submitting and offer. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the offeror to assure that they received responses to questions if any are issued. *All oral communications are unofficial and nonbinding on the County.*

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9. ADDENDA, APPENDICES. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the offeror's responsibility to check for addenda and appendices. Offerors shall acknowledge receipt of all addenda on the Acknowledge Form (Appendix A) and complete and submit all solicitation appendices with the offer. Offers that do not comply with this section may be rejected as non-responsive.
10. EXAMINATION OF SOLICITATION AND SITE. By submitting an offer, the offeror certifies they have considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; that they have carefully read and understood the solicitation package, conditions, and technical requirements; and that they have full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
11. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
12. PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the offeror's own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
13. PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
14. OFFER ACCEPTANCE PERIOD. Offers must remain open and valid, and may not be redrawn or amended, for at least **120 calendar days** following the offer due date and time. The County may request an extension of the offer acceptance period.
15. COUNTY RIGHT TO WITHDRAW OR AMEND. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control.
16. DELAYS. The County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation fact sheet if it is advantageous to the County to do so.

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**17. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES.**

- All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the offer may be rejected as a non-responsive counteroffer. Certain irregularities in an offer may be waived if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.

18. **NON-RESPONSIVE OFFERS.** The County may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.

19. **ACCEPTANCE IS NOT BINDING.** Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

20. **OFFEROR WITHDRAWAL OF OFFER.** Offerors may modify or withdraw a submitted offer prior to the offer due date and time. A request to modify or withdraw an offer must be *in writing*, signed by an authorized representative of the offeror, and submitted to the Purchasing Agent. 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 due date and time.

21. **EXCEPTIONS AND ASSUMPTIONS.** Offers in strict compliance with the solicitation are desired. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption Form (Appendix B). If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumptions shall mean offeror meets all solicitation requirements in every respect and will execute the contract as shown.

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22. **SERIAL NUMBERS.** Offers which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
23. **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
24. **SPECIFICATIONS.** The apparent silence of the specification in the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.
25. **DESCRIPTIVE LITERATURE.** All offers shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
26. **FIRM PRICING.** Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
27. **NON-EXCLUSIVE CONTRACT.** The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
28. **CONFLICT OF INTEREST.** Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
29. **APPLICABLE LAWS.** Interested parties are advised that all contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
30. **LICENSES AND CERTIFICATIONS.** Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.

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31. **PUBLIC RECORDS, CONFIDENTIAL INFORMATION.** All offers and other records submitted to the County in response to this solicitation become the property of the County and subject to inspection and copying under the Public Records Act (Act), Chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be proprietary or confidential under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt and shall conspicuously mark each page with “Confidential” and citation to the claimed PRA exemption. If the County receives a request under the Act to inspect or copy the page(s) that has been identified by the offeror as exempt from disclosure, the County’s sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. If no pages have been identified by the offeror as exempt, the County is under no obligation to notify the offeror of the request. The County will not assert any exemption on behalf of the offer, nor will the County be liable to the offeror for releasing records that have been marked by the offeror as exempt.
  
32. **INTERLOCAL PURCHASING AGREEMENTS.** This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.
  
33. **GRATUITIES AND KICKBACKS.** By signing the Acknowledgment Form (Appendix A), the offeror certifies that neither the offeror nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.
  
34. **NOTICE.** Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
  
35. **DISCUSSIONS.** The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
  
36. **INTERVIEWS.** The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.

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37. **NEGOTIATIONS.** Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked offeror, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
38. **REFERENCE CHECKS.** The County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County scoring zero for the reference component in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.
39. **PERSONNEL.** It is essential the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
40. **PROTESTS.** Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Agent within five (5) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. To be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include:
- The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror.
  - The signature of the protester or its representative.
  - The solicitation number and title under which the protest is submitted.
  - A detailed statement of the legal or factual grounds of the protest including any supporting documentation.
  - The specific ruling or relief requested.

**END OF INSTRUCTIONS TO OFFERORS**

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|   | <b>SCOPE OF WORK</b>                           |  |

## PROJECT BACKGROUND

Kitsap County (the County) owns Olympic View Transfer Station (OVTS), an intermodal solid waste transfer facility which accepts and processes municipal solid waste, recyclable materials, and other designated materials from throughout Kitsap County for transport and proper disposal. OVTS is located at 9380 SW Barney White Road, Bremerton, Washington 98312. OVTS structures were built between 2001 and 2002 and the facility began operating in 2002.

Structures and facilities at OVTS are aging and in need of repairs, upgrades, and/or replacement to ensure continuous and successful operations. To assess present and future functional and operational needs for OVTS, the County issued a solicitation and contracted for the development of a *Facility Master Plan (FMP)* to evaluate potential facility modifications and improvement alternatives based on facility operations and function assessments. The *OVTS FMP* is anticipated to be completed in 2023. An *OVTS FMP Alternatives Identification* was completed in August 2021 and focused on physical modifications to the OVTS site to improve capacity and efficiencies. Several capital improvement projects were identified. The *OVTS FMP Alternatives Identification* is available on the Kitsap County website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>.

OVTS is operated and maintained by Waste Management of Washington, Inc (WMW) under an *Operations and Maintenance Agreement*. Under a separate but related *Capital Improvement Projects Agreement (CIP Agreement)*, WMW will also provide oversight and management of design and construction tasks for certain capital projects identified in the *CIP Amendment* and based on the *OVTS FMP Alternatives Identification*. The capital projects identified in the *CIP Agreement* do not include all improvements identified in the *OVTS FMP Alternatives Identification*; however, a provision in the *CIP Agreement* authorizes the parties to add projects as necessary.

The County will make the final decision on the selection, prioritization, and timing of projects to be completed under the *CIP Agreement*, including whether to combine projects and whether to add new projects or remove projects from consideration. For each project, the County will collaborate closely with WMW and their subcontracted General Contractor (GC) team to facilitate the design, permitting, environmental review (if applicable), construction, and commissioning of capital projects identified in the *CIP Agreement*. The *CIP Agreement* is available on the Kitsap County website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>

## SCOPE OF WORK

The selected Consultant under this solicitation will provide architecture and engineering consultant services to the County for oversight, review, and quality assurance/quality control (QA/QC) of the selected capital projects at OVTS to be completed by WMW and their subcontracted GC team through the *CIP Agreement*. The selected Consultant will also serve as the professional technical advisor and consultant to the County at various stages for each project, from pre-design to project completion. The level of service required for each project will vary based on the scope of the project and may include review of design and engineering plans, specifications, and cost estimates (PS&E), review of related technical documents, constructability review, field and construction observations, and/or other technical assistance. Activities may also include oversight of permits and permit compliance. The County may request assistance with public information materials.

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|   | <b>SCOPE OF WORK</b>                           |  |

The capital projects for which the architectural and engineering consultant services and technical consultant services will be needed are listed below and identified in the *CIP Agreement*. The County anticipates, however, that the first three (3) projects listed below will be prioritized under the *CIP Agreement* and will be completed by 2030.

- Second preload compactor
- Expanded on and off-site rail infrastructure
- Surface water management system improvements
- Process and loadout for construction and demolition debris and trackout mitigation
- Unattended outbound truck scale
- Intermodal container yard expansion
- Expanded tipping floor

There is no guarantee that every project listed above will be completed or that projects will be completed in a particular order or within a particular timeline.

Project disciplines needed for the services awarded under this solicitation may include hydraulic and hydrologic studies; feasibility analyses and full project design for stormwater, sewer, street, water, electrical and facilities; utility coordination, relocation and permitting; surveying; traffic engineering; geotechnical investigations; railway lines and infrastructure; and other Civil, Mechanical, and/or Electrical Engineering services.

The County is requesting Statement of Qualifications from qualified architectural and/or engineering consultants to conduct the following activities:

- Task 1. Scoping, planning, and coordination with County staff
- Task 2. Plans, Specifications, & Cost Estimate (PS&E) Review
- Task 3. Technical document and project information review
- Task 4. Technical support and participation in meetings and conferences
- Task 5. Field and Construction Observation
- Task 6. Project management and administration

Task 1: Scoping, Planning, and Coordination with County Staff

Upon contract award, the selected Consultant will review the *OVTS FMP Alternatives Identification* and the *CIP Agreement* to familiarize all project staff with the County's needs. Once completed, the selected Consultant will also review the *OVTS FMP*.

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|   | <b>SCOPE OF WORK</b>                           |  |

As part of the scope of services under the *CIP Agreement*, WMW and their subcontracted GC team are currently developing an *OVTS Site Master Plan* that incorporates all the projects identified in the *CIP Agreement* to the degree necessary to understand the interrelationship of the projects. Once completed, the selected Consultant will also review the *OVTS Site Master Plan*.

As part of Task 1, the selected Consultant will meet with applicable County staff to review the objectives and goals for capital improvements at OVTS and for each project to be completed under the *CIP Agreement*.

Task 2: Plans, Specifications, and Cost Estimate (PS&E) Review

The selected Consultant will assist the County with its review of the plans, specifications, and cost estimates developed by WMW and their subcontracted GC team for the capital projects to be completed under the *CIP Agreement* from conceptual design (approximately 10%) to approximately 30%, 60%, 90%, and Final design. The selected Consultant will advise the County on potential issues of concern including design, equipment selection, material selection, cost estimate, and cost (life cycle) analysis. Obtaining all permits and completing State Environmental Policy Act (SEPA) is the responsibility of WMW and their subcontracted GC team, and the selected Consultant will assist the County in ensuring permits are identified and obtained as needed and compliance with permit requirements is adhered to. The selected Consultant’s review may include preparation of technical summary documents and memoranda as well as public information and notification materials. The County has final approval authority for the design scope of work and design details for each project.

The County will provide the selected Consultant with plans, specifications, and/or cost estimate documents when available. The selected Consultant will conduct a review of the information and provide the County with comments and suggestions within approximately fifteen (15) business days of receipt unless the County grants an extension.

The selected Consultant must be willing and able to work collaboratively with other members of the project team including County staff and other consultants.

Task 3: Technical Document and Project Information Review

The selected Consultant will assist the County with its review of technical documents related to project(s) developed by WMW and their subcontracted GC team for the capital projects to be completed under the *CIP Agreement*. The selected Consultant will advise the County on issues of potential concern including technical content and analysis, engineering design and analysis, and operational impacts. The selected Consultant’s review may include preparation of technical summary documents and memoranda, including documents and memoranda used for public notifications and meetings. The County has final approval authority for the technical documents, scope of work and design details for each project.

The County will provide the selected Consultant with technical documents and project information when available. The selected Consultant will conduct a review of the information and provide the County with comments and suggestions within approximately fifteen (15) business days of receipt unless the County grants an extension.

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|   | <b>SCOPE OF WORK</b>                           |  |

Task 4: Technical Support and Participation in Meetings and Conferences

When requested, the selected Consultant may assist the County in its meetings and/or conferences with WMW and their subcontracted GC team to review the status of the design progress, to resolve design questions and issues, to review the status of the project progress, or to resolve technical questions and/or issues. Assistance may also include preparation of documents for the County or attendance and participation in the conferences.

In addition, occasional meetings and/or conferences may be held between the selected Consultant and the County.

In most cases, conferences will be virtual meetings using video conferencing software such as Microsoft Teams or Zoom. At times, the County may request the selected Consultant attend in-person meetings at the OVTS office or at the Kitsap County Randy W. Casteel Public Works Annex Building, located at 8600 SW Imperial Way, Bremerton, Washington 98312. The County will provide the selected Consultant with advanced notice if participation and/or in-person attendance is required for any meetings and/or conferences with WMW and their subcontracted GC team.

Task 5: Field and Construction Observation

WMW provides construction management and oversight for capital projects to be completed under the *CIP Agreement*. After WMW and their subcontracted GC team complete bid procurement and select a construction contractor according to County requirements, the County may request the selected Consultant to conduct periodic onsite observations during field and construction activities for specific projects. Other services during construction may include assisting the County in reviewing and responding to change order request, preparing contract addenda, and reviewing Contractor pay requests.

The selected Consultant will be expected to provide summaries of onsite activities during construction project(s) within approximately ten (10) business days from the task activity unless the County grants an extension. The County will arrange the specific schedule with the selected Consultant in advance.

Task 6: Project Management and Administration

The Consultant project team must include a Professional Engineer (PE) and/or Architect licensed in the State of Washington. The County would prefer consistency in the Project Manager designated to lead the Consultant project team. The County’s representative shall be notified immediately of any change in key project staff and/or subcontractors that could potentially impact the completion of a task or project.

Upon contract award, the selected Consultant will provide a work plan to the County project team outlining project objectives, a communication plan, project criteria and deliverables. The Consultant will prepare all needed subconsultant agreements and contracts and monitor these agreements through the duration of the capital projects to be completed by WMW and their subcontracted GC team under the *CIP Agreement*. Regular progress reports will be submitted to the County with a monthly invoice that tracks the progress of all ongoing projects and tasks.

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|   | <b>SCOPE OF WORK</b>                           |  |

**CONTRACTOR REQUIREMENTS**

The selected Consultant is expected to have staff and resources available, including any needed subcontractors, to provide detailed technical review, guidance, and oversight to the County for the specific disciplines related to the identified projects.

**CONTRACT TERMS**

The initial contract term for services is expected to be seven (7) years, commencing upon contract execution, and ending upon completion of the first three (3) capital projects to be completed by WMW and their subcontracted GC team under the *CIP Agreement* in or about 2030. Services for additional project(s) will be added by contract amendment when further details and timelines have been established.

Attached as Appendix C is Kitsap County’s Professional Services Contract. Please review this document carefully as it is intended to be non-negotiable. However, reasonable requests for modification may be granted at the County’s sole discretion. If an offeror takes exception to any provision in Appendix C, those exceptions must be noted on the Exceptions and Assumptions Form (Appendix B). If no exceptions are noted, the contract must be executed as shown.

**END OF SCOPE OF WORK**

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|   | <b>PROPOSAL REQUIREMENTS</b>                   |  |

## PROPOSAL REQUIREMENTS

Submitted proposal must include the following information:

- Acknowledgment Form (Appendix A)
- Exceptions and Assumptions Form (Appendix B)
- Copy of the Offeror's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix C, Draft Contract
- Elements below should not exceed **twenty-five (25)** single-sided pages:
  - Detailed Statement of Qualifications (SOQ) showing the Offeror's experience providing similar services and highlighting the Offeror's approach to project management and methods for ensuring quality services. SOQ should also include:
    - Organization chart showing all proposed team members
    - Description of responsibilities for each member of the project team
    - Professional qualifications/resume for each member of the project team
  - If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities
  - References and contact information for at least three (3) current or former customers with service needs and/or projects similar in size and scope, including:
    - Names of the Project Manager and all personnel who worked on each project
    - Elements of each project that are common to the Scope of Work described above
    - Summary of the role-responsibility in each overall project
    - Summary of deliverables for each project
  - Any additional information the Offeror feels addresses the selection criteria

**END OF PROPOSAL REQUIREMENTS**

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|   | <b>SELECTION CRITERIA</b>                      |  |

**SELECTION CRITERIA**

Selection shall be based on the following:

- |   |           |
|---|-----------|
| 1. Experience and qualifications of key personnel, including the Project Manager, on projects of similar size and scope | 40 points |
| 2. Demonstrated understanding of the scope of work and the County’s goals and objectives                                | 25 points |
| 3. Knowledge and experience with Kitsap County or similar agency plans, specifications, and estimates                   | 15 points |
| 4. Approach to quality control and project management   | 10 points |
| 5. Availability and commitment of the Project Manager and key personnel to the project                                  | 10 points |
| 6. Identification of a licensed Professional Engineer and/or Architect  | Pass/Fail |

**END OF SELECTION CRITERIA**

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|   | <b>APPENDIX A<br/>ACKNOWLEDGMENT FORM</b>      |  |

All information requested below must be provided. Failure to properly complete, sign and return this 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: \_\_\_\_\_

2. 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 (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Partnership   |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Non-Profit                | <input type="checkbox"/> 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 describe: \_\_\_\_\_

4. Identify your primary business: \_\_\_\_\_

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

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

7. Offeror by submitting this Acknowledgment Form, certifies the following:

- a. Offeror has considered all applicable federal, state, and local laws, ordinances, rules, regulations applicable to the goods and/or services to be provided under this solicitation.
- b. Offeror has fully read this solicitation, all attachments, contract terms and conditions, and addenda, and understands the contents of the solicitation and has full knowledge of the scope, nature, requirements, and specifications and agrees to meet 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/or services to be provided under this solicitation and will comply with the minimum insurance requirements.
- d. Offeror has submitted this offer without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, goods, and/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 cost offer submitted by the offeror reflects the total costs for all goods and/or services to be provided to the County in compliance with the solicitation. No additional fees or charges will be incurred by the County other than as identified in the offer.

8. The undersigned certifies that he/she is an authorized representative of the Offeror identified above, is authorized to submit this offer on behalf of that Offeror, agrees to furnish the goods and/or services in accordance with the solicitation requirements, that the information provided in the offer is true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the offer and terms of the solicitation.

Acknowledged and Agreed:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**END OF ACKNOWLEDGMENT FORM**

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|   | <b>APPENDIX B<br/>EXCEPTIONS AND ASSUMPTIONS FORM</b> |  |

**OFFEROR'S BUSINESS 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 an offer being deemed non-responsive. 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 offer. Unallowable or questionable Exceptions and/or Assumptions may cause an offer 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.

**OFFEROR EXCEPTIONS AND ASSUMPTIONS (please check one)**

- No exceptions. Offeror is not requesting exceptions to this solicitation and associated documents
- Offeror requests the exceptions and/or assumptions identified below

**SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS**  
*(attach additional pages if needed)*

1. Solicitation Section and Page: \_\_\_\_\_  
 Describe Exception or Assumption: \_\_\_\_\_  
 Explain this as an Issue: \_\_\_\_\_  
 Proposed Modification: \_\_\_\_\_
2. Solicitation Section and Page: \_\_\_\_\_  
 Describe Exception or Assumption: \_\_\_\_\_  
 Explain this as an Issue: \_\_\_\_\_  
 Proposed Modification: \_\_\_\_\_
3. Solicitation Section and Page: \_\_\_\_\_  
 Describe Exception or Assumption: \_\_\_\_\_  
 Explain this as an Issue: \_\_\_\_\_  
 Proposed Modification: \_\_\_\_\_

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**SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS**  
*(attach additional pages if needed)*

4. Solicitation Section and Page: \_\_\_\_\_

Describe Exception or Assumption: \_\_\_\_\_

Explain this as an Issue: \_\_\_\_\_

Proposed Modification: \_\_\_\_\_

5. Solicitation Section and Page: \_\_\_\_\_

Describe Exception or Assumption: \_\_\_\_\_

Explain this as an Issue: \_\_\_\_\_

Proposed Modification: \_\_\_\_\_

6. Solicitation Section and Page: \_\_\_\_\_

Describe Exception or Assumption: \_\_\_\_\_

Explain this as an Issue: \_\_\_\_\_

Proposed Modification: \_\_\_\_\_

7. Solicitation Section and Page: \_\_\_\_\_

Describe Exception or Assumption: \_\_\_\_\_

Explain this as an Issue: \_\_\_\_\_

Proposed Modification: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**END OF EXCEPTIONS AND ASSUMPTIONS FORM**

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|   | <b>APPENDIX C<br/>DRAFT CONTRACT</b>           |  |

**CONTRACT NO. [Contract Number]  
Professional Services Contract**

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

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

**SECTION 1. TERM AND EFFECTIVE DATE**

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

**SECTION 2. SERVICES**

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

**SECTION 3. COMPENSATION AND PAYMENT**

3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.

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- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

**SECTION 4. TERMINATION**

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

**SECTION 5. INDEMNIFICATION**

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising

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out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

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**SECTION 6. INSURANCE**

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than “8”, with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor’s Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor’s services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability (“CGL”). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
  - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
  - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.5. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

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

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

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- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

**SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES**

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

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

Contractor's Contract Representative

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

**SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR**

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

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- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

**SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH**

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

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**SECTION 10. REPRESENTATIONS AND RECORDS**

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.

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- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

**SECTION 11. RIGHTS AND REMEDIES**

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

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**SECTION 12. GOVERNING LAW, DISPUTES**

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

**SECTION 13. PREVAILING WAGE**

[Prevailing Wage]

**SECTION 14. GENERAL PROVISIONS**

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 14.7. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

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- 14.8. Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.9. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.10. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

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ATTACHMENT A  
SCOPE OF WORK

**Purpose**

**Objective**

**Scope**

**Requirements**

**Technical Considerations**

**Schedule/Deliverables**

**Compliance/Acceptance**

**Warranties**

**Support/Maintenance**

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**ATTACHMENT B**

**COMPENSATION**

Payment amount and schedule is set forth below.

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**ATTACHMENT C**  
**SPECIFIC TERMS AND CONDITIONS**

**END OF DRAFT CONTRACT**