

Kitsap County Treasurer

Peter J. Boissonneau, MBA



Request for Proposals 2023-040

for

Banking Services

July 31, 2023

Proposals: Due by 3:00 P.M. PT, September 15th, 2023

INTRODUCTION

The Kitsap County Treasurer (KCT) is charged with the fiduciary and operational responsibility for the cash management of public funds, which includes two categories of public funds and accounts: (1) funds and accounts located in the County Treasury; and (2) District Funds, which are accounts placed in the custody of the County Treasurer and which the KCT acts as 'de facto' treasurer. Funds within these accounts are comingled for investment and cash management purposes.

The KCT is offering this Request for Proposal (RFP) to solicit qualified financial institutions interested in submitting proposals to provide banking services for Kitsap County and its Special Purpose Districts. Financial institutions may submit a proposal to provide banking services for all requested services, but the KCT may find it necessary and/or desirable to split services between two or more financial institutions.

RFP Objectives:

- Ensure competitive pricing for services required for daily operation.
- Explore potential modifications to enhance the cash management and daily banking operations.
- Select an institution that is well capitalized, qualified per the Washington State's Public Deposit Protection Commission and meet the various security requirements detailed in the Banking Services section to protect Kitsap County public funds.
- Proposals will be evaluated by the Treasurer to determine which Proposal provides the best overall value to KCT.

Term and Extensions:

The initial term of the Agreement will be for a period of three (3) years, with an option to renew the Agreement annually thereafter, unless terminated earlier, by either KCT or the Financial Institution upon no less than (6) months prior written notice by certified mail to ensure KCT has sufficient time to find a replacement Financial Institution, prepare and implement a complete conversion of banking services. The initial contract period is estimated to commence January 1, 2024 and end January 1, 2027.

Proposed fees for services stated within the bid response must be guaranteed for the initial three-year period. Fees and terms will be subject to renegotiation at the end of the first (3) years and at the end of each contract period thereafter. Fee changes are to be submitted for consideration (180) days before the end of each contract term.

KCT RFP COORDINATOR

The KCT RFP Coordinator is the **sole point of contact** at KCT for this procurement. Please direct all questions regarding the RFP via email only. Upon issuance of this RFP and until KCT has awarded the Agreement all communications with KCT regarding the RFP shall be with the KCT RFP Coordinator as follows:

Glen McNeil, Purchasing Supervisor

Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366
 Phone: (360) 337-4789

Email: Purchasing@co.kitsap.wa.us

www.kitsapgov.com/das/pages/online-bids.aspx

Please return 3 copies of your proposal and 1 copy on thumb drive by **September 15th, 2023** to:

Glen McNeil, Purchasing Supervisor

<u>Mailing Address for USPS delivery:</u>	<u>Physical Address for courier or hand delivery:</u>
Glen McNeil, Purchasing Supervisor Kitsap County Purchasing Office 614 Division Street, MS-7 Port Orchard, WA 98366	Glen McNeil, Purchasing Supervisor Kitsap County Administration Building Purchasing Office – Fourth Floor 619 Division Street Port Orchard, WA 98366

The KCT intends to follow the following schedule for this RFP process but reserves the right to adjust if necessary. Potential bidders will be notified of any changes.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Bid	July 16, 2021
Pre-Bid Conference <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Not Mandatory	August 11, 2023, Time: 10:00 am to 11:00 a, (Pacific Time) Microsoft Teams meeting Join on your computer, mobile app or room device. Click here to join the meeting Meeting ID: 295 924 373 926 Passcode: 6WYEqC Download Teams Join on the web
Written Questions Due	August 18, 2023, By 3:00 PM

Addendum Issued	August 25, 2023, by 3:00 p.m.
Bid Due Date	September 15, 2023, by 3:00 pm
Finalist Interviews	September 27-29, 2023,
Final Selection	October 13, 2023

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the request. Special bindings, displays, promotional materials, etc. are not required.

This RFP does not obligate the KCT to contract for the services specified herein. The KCT reserves the right to cancel or reissue the RFP in whole or in part, for any reason, at the sole discretion of the KCT at any time prior to the execution of a contract.

KCT reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms that the Proposer can offer. At its sole discretion, KCT reserves the right to request best and final offers from the RFP finalists.

MINIMUM QUALIFICATIONS

To be considered for selection, financial institutions must have at least the following qualifications:

- Must be a full-service bank with an established presence in Kitsap County, including full-service branches to best accommodate the County’s needs.
- Must hold a charter from the US Government or State of Washington
- Must be a member of the Federal Reserve System and have access to Federal Reserve System services
- Must be a Washington State qualified depository for public funds and must be in compliance with the Washington State Public Deposit Protection Act (RCW 39.58).

Exhibits (5 total)

- Exhibit A: Bidder Certification
- Exhibit B: Exceptions and Assumptions form
- Exhibit E: Identification of Subcontractors form
- Exhibit F: Goods and Services Contract

SCOPE OF SERVICES

The KCT currently utilizes a primary concentration account to centralize banking activity. Associated with this account are currently 27 zero balance accounts (ZBA) dedicated to the clearing of warrants and checks for county departments and special purpose districts. In addition, 8 current ZBA are dedicated to capture selected ACH transactions for specific special purpose districts. All of these ZBA will have blocks and/or filters to restrict the type of activity allowed.

The concentration account captures the following types of activity:

- ZBA roll-ups
- ACH debits and credits for credit cards, vendor payments, payroll, taxes, etc.
- incoming and outgoing wires and account transfers
- currency and coin requests
- all physical deposits county-wide utilizing the auxiliary field on deposit slips to identify specific departments and special purpose districts
- daily deposits utilizing remote deposit processing
- bank fees for supply orders
- misc. debits and credits

In addition to the above accounts, the Kitsap County has an additional 9 checking accounts that are not connected to the concentration account, but whose service charges are included in the KCT combined account analysis. These accounts include the Department of Licensing Agency account and District Court impound accounts.

Kitsap County relies heavily on technology and requires comprehensive online banking services. Please detail your online capabilities and limitations. Typical online needs would be:

- comprehensive balance and activity reporting with custom queries and reports
- image access of cleared and deposited items
- wire transfer with repetitive transfer templates (domestic and international)
- ACH initiation for four separate departments, including ongoing storage of customer banking information
- Internal transfers between accounts
- stop payments
- payee positive pay management
- file transfers
- monthly statements and account analysis
- multiple user access and system administration ability to manage these
- staged security profiles
- user guides and tutorials
- historical deposits and payment charting by month and by type (i.e. ACH, wire, transfers, warrants, etc.)

KCT initiates wire transfers nearly daily. Most of the wires are sent using preset instruction templates that have been pre-approved allowing a submitter to initiate a wire to those instructions without secondary approval. One-time wires must always require secondary approval. Daily limits are maintained for all users. Discuss the security protocol for your wire system. What are the time deadlines for same day wires? Is there an overall limit the financial institution will impose? *See #6 (specifically items J & K) for additional information requested per Transactional & Balance Reporting.*

In addition to receiving a wide variety of ACH debits and credits, the County initiates and sends ACH transactions under multiple divisions. Each division must have separate user controls and identification. These divisions also upload their files from separate software applications. The Treasurer's office transmits a monthly and semi-annual ACH debit file. In this case, the consumer bank information and reference ID are housed in the financial institution's ACH module and the Treasurer uploads the amounts based on the reference ID. Does your ACH module have the capability to maintain 2,500 consumer ID's in one batch and accept an amount only match? What time limits are invoked for file acceptance at the bank. Describe the security features available. *See #7 for additional information requested per ACH Services.*

Kitsap County utilizes next day payee positive pay to clear warrants and checks. Please include a discussion of file transfer types available for this process, time deadlines, and the bank's liability position relative to dollar thresholds in addition to matching criteria. *See #8 for additional information requested per Positive Pay.*

Other deposits received by KCT are received from other departments in sealed polybags. Most contain mixed coin and currency. A few entities use large 'coin only' bags. All physical deposits from the Treasurer are transported by armored car service. Include limitations or pricing exceptions for particular deposits, such as large coin deposits. *See #10 for additional information requested per Depository Services.*

The County uses physical branches in Bainbridge Island, Poulsbo, Silverdale, and Port Orchard to accept deposits for many special purpose districts and county departments. List your available branches within the county and their capabilities, including night depositories. Additionally, some special purpose districts utilize existing remote deposit services. Please describe and cost your remote deposit services. *See #13 for additional information requested per Remote Electronic Deposits.*

The KCT and public works (sewer utility) use remote deposit processing for taxes and utility payments received in their offices. Both use equipment and software provided by Technology Unlimited, Inc. Include your experience and limitations, of file transfers generated with their software.

The KCT currently processes its tax receipts internally instead of a 3rd Party Lockbox Service to collect and process tax payments. The majority of these payments are received in the April-May and October-November periods. Please describe your Lockbox Services and capability to handle high volume timely and cost structure.

The KCT uses a 3rd party vendor to process tax payments made by credit card or e-check. The vendor charges a fee to the customer for this service. Several special purpose districts and county departments that can absorb the credit card fee use a more traditional merchant services approach. KCT would like to offer special purpose districts and departments a uniform agreement for credit card services. Please describe your merchant services and their availability to County departments and special purpose districts along with cost structure.

CASH FLOWS

The KCT's concentration account averages 200 million dollars in debits and credits a month. During the tax collection months of April and October, that average may double. The largest wire received in April, 2023 from a tax service company was 95 million dollars. On the last day of the month, the Treasurer wires > 40 million dollars to school districts and other payroll accounts. Typical wires to and from the LGIP and our investment custody bank are 10 million dollars. Currently, our transaction wire limit is set at 60 million dollars. Is your financial institution able to accommodate these volumes, transactions and amounts? For comparison, what is your typical customer volume and amounts per the abovementioned references specific to Kitsap County?

Please discuss the availability of funds and the requirements for funding outgoing wires. Is there a daylight overdraft limit? KCT typically pays for banking services with compensating balances but will consider other options. Describe any limitations to balances and how compensating balances are calculated. In the rare occasion an account overdraft occurs, how is an overdraft fee calculated and on which balance (ledger, collected, pre-reserve, post-reserve, etc.)?

LOCAL GOVERNING TERMS AND CONDITIONS

- The KCT (Kitsap County Treasurer) reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- The KCT reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- After opening proposals, the KCT expects to enter into negotiations with one or more of the financial institutions that submit bids, to finalize scope of services and contract terms.
- The KCT reserves the right to award any contract to another financial institution, if the successful financial institution does not execute a contract within 14 days of being notified of selection.

- Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Unless timely withdrawn, each financial institution’s proposal will be held open for a period of one hundred and eighty (180) days, or until one or more of the proposals have been approved by the KCT, whichever occurs first.
- The County shall not be responsible for any costs incurred by the financial institution in preparing, submitting or presenting its response to the RFP.
- The contract resulting from acceptance of a proposal by the KCT shall be in a form supplied or approved by the KCT, and shall reflect the specifications in this RFP. KCT reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by Kitsap County’s Prosecuting Attorney’s office.
- The resulting contract will include a continuity of operations clause: the contracted financial institution may terminate any or all services upon no less than 6 months prior written notice by certified mail to ensure the KCT has sufficient time to find a replacement financial institution, prepare and implement a complete conversion of banking services.
- The initial term of the Agreement will be for a period of three (3) years, with an option to renew the Agreement annually thereafter, unless terminated earlier, by either KCT or the Financial Institution upon no less than (6) months prior written notice by certified mail to ensure KCT has sufficient time to find a replacement Financial Institution, prepare and implement a complete conversion of banking services. The initial contract period is estimated to commence January 1, 2024 and end January 1, 2027.
- Proposed fees for services stated within the bid response must be guaranteed for the initial three-year period. Fees and terms will be subject to renegotiation at the end of the first (3) years and at the end of each contract period thereafter. Fee changes are to be submitted for consideration (180) days before the end of each contract term.

EVALUATION/SELECTION PROCESS

Proposals will be evaluated by a committee selected and chaired by the KCT. Evaluations will be based, in part, on the criteria below which the Treasurer may weigh in a manner he deems appropriate. Selection of the preferred financial institution involves a qualitative decision process that weighs a number of varying options, capabilities, and services. As a result, the selection process is inherently subjective, and the Treasurer’s selection of its preferred financial institution is entirely the KCT’s sole decision based on the costs, services, or other factors the Treasurer deems most appropriate. Examples of criteria to be considered include:

- Responsiveness to the RFP: The KCT will consider all material submitted to

determine whether the financial institution's offering complies with the RFP.

- Ability to Perform Required Services: The KCT will consider all the relevant material submitted by each financial institution and other relevant material it may otherwise obtain, to determine whether the financial institution is capable of providing services of the type and scope specific to the RFP.

The following elements may be given consideration by the KCT in determining whether a financial institution is capable:

- The ability and capacity of the financial institution and the skills, experience, and availability of the specific individuals to be assigned to the County to perform the services required.
- The quality of performance by the financial institution on previous and similar contracts and such other information as may be secured and considered relevant by the County, including information on customer service and obtained from references provided.
- The ability of the financial institution to present professional and innovative work; the skill of the financial institution as demonstrated by samples of similar work and/or references from similar organizations.
- Strength and stability of the financial institution. The financial institution's financial standing among its peers and the associated credit quality ratings.
- The KCT will conduct interviews and/or site visits of the finalist(s) as part of the final selection process.
- Any other factors that the KCT believes would be in the County's best interest to consider which were not previously described.

BANKING SERVICES QUESTIONS/STATEMENTS

Please provide your responses to the items below in the order presented:

1. Provide names of individuals, with phone numbers and e-mail addresses, who will be working on the proposed services and their areas of responsibility including their specific experience relative to the request for proposal requirements.
2. Submit at least two (2) references from current public fund customers who can attest to the financial institution's experience as it relates to providing banking services. The references must include contact name, title, address, e-mail address, telephone number and services used. Please provide contact information for at least two (2) prior customers that chose to no longer utilize your services. Last, please provide at least two (2) public entity customers that converted from

another financial institution to yours. One should be a recent conversion (within the last 1-2 years) and the other a conversion within the last 4-6 years.

3. Describe the structure & frequency of business operation reviews relative to current services. Is there a customer service report with KPIs that's evaluated during these business operation reviews. Please explain the day-to-day customer service onboarding training and continued training/development. For day-to-day transactional and reporting needs, how does the bank's support structure help their customers learn and understand new processes and procedures?
4. Provide copies of most recent 3 years audited financial statements. Full Credit Rating Reports for the last 3 years from either Moodys, S&P or Fitch.
5. Describe the processes & controls for clearing warrants and checks. Ability to provide transmission file (warrant redemption file) on a daily basis? When is the file available for review? What is the cut-off time for a return item? Who and how do we contact for file questions and omissions?
6. Transactional & Balance Reporting:
 - a. What systems are available for transactional and balance reporting?
 - b. Are these report capabilities updated real-time throughout each business day?
 - c. When is the cut-off for posting to the prior day activity where prior day will be static?
 - d. Are there any transaction types that are not included in the above real-time reporting, where there is a reporting lag for review/validation/etc.?
 - e. How many days of transaction, balance & research (i.e. check images) activity are available per standard and custom report queries (i.e. 180 days, 365 days, etc.)?
 - f. What download file formats are available?
 - g. Is there a landing page or dashboard that is customizable for analytical info graphics?
 - h. Please list all online commercial services with associated fees, where possible a matrix would be helpful.
 - i. How long are checks and deposit images available?
 - j. Relative to wire payments is there the ability to set-up templates in addition to one-time wires for both domestic and international?
 - k. For International Wires does the bank offer any enhanced controls and insurances to mitigate errors and fraud?
 - l. Relative to systematic email alerts/notifications, are these customizable relative to distribution lists?
 - m. What training formats for your online reporting and banking are available (i.e. job aides, videos, dedicated customer service manager, in person for groups, etc.)
 - n. Provide a sample Analysis Statement with legend or key that explains each item.
7. ACH Services:
 - a. Please list all online transaction types available to process (i.e. Payroll Direct Deposit, Vendor Payments, Same Day ACH, Federal & State Tax Payments, etc.).

- b. Do you offer same day ACH, what is the cut-off time required for same day and next day submissions?
- c. Relative to direct ACH transactions, do you have functionality that allows to establish specific company and dollar thresholds to manage these where transactions that are not with these limits are flagged for review? How long is the review window to accept or reject?
- d. What are the available and recommended service delivery methods (i.e. direct file, online, etc.), please describe the security level of each of these methods.
- e. Does your ACH program offer ability to manage security and access levels by division and user?
- f. Is there the ability to key batches, modify existing batches (either keyed or uploaded)?
- g. Are you able to edit batches up to the established prior day cut-off time for next day submission? In total, how many days in advanced are required for an ACH batch to submitted relative to the transaction date?
- h. What audit reports are available?
- i. What controls are in place to protect against lost files and duplications of transmissions?
- j. How does the bank provide automatic file receipt acknowledgements?
- k. Whenever transactions and/or batches are returned, does the bank notify both the remitter and the Treasurer directly (please describe how this is completed)?
- l. Please describe the procedures used to verify accurate and secure receipt of transmissions.
- m. Does the bank offer automatic re-depositing (i.e. insufficient or uncollected funds), and if so how many attempts are made or permitted?
- n. How does the bank handle file, batch, and item reversals and deletions?

8. Next Day Payee Positive Pay:

- a. What is the daily file type and delivery method used by the Bank?
- b. What is the required (minimum) matching criteria used for check verification and what are (if any) optional or additional criteria available? Are you able to limit to just the first payee line where check has multiple lines per vendor name and address?
- c. How many check lines can be accommodated relative to the payee information on the check?
- d. Is there a dollar threshold which will trigger a qualitative review (i.e. regardless of matching are there transaction amounts that are still required to be decisioned locally)?
- e. When are the daily reports available to review?
- f. What is the cut-off time for decisioning (approving or rejecting bank reported exceptions) payments?
- g. How does the County notify the bank of voided and stop payment checks?

9. Next Day Teller Payee Positive Pay:
- a. What is the daily file type and delivery method used by the Bank?
 - b. What controls are in place to protect against lost files and duplications of transmissions?
 - c. Does the bank provide automatic file receipt acknowledgements, if so, how?
 - d. What is the required (minimum) matching criteria used for check verification and what if any are optional or additional criteria available?
 - e. How many check lines can be accommodated relative to the payee information on the check?
 - f. When are the daily reports and associated check images available to review?
 - g. What is the cut-off time for decisioning (approving or rejecting bank reported exceptions) payments?
 - h. How does the County notify the bank of voided and stop payment checks?
 - i. How does the bank handle exception (“paid not issued”) items?
 - j. Are there defaults available for each account to either automatically return or pay on exception items?
 - k. Is there direct contact available to the bank service team that manages this process?
10. Depository Services:
- a. Please provide a list of branch locations within Kitsap County and the immediate surrounding areas.
 - b. Detail the type of services provided at each location, the hours of operation, the cutoff time for same-day processing/credit for deposits.
 - c. Can large coin bags (25#) be made at the branches without incurring additional fees?
 - d. Do you maintain a cash vault within the County or immediate surrounding area?
 - e. Who manages the cash vault and where is it located? What services do they provide?
 - f. Who handles change requests and by what methods?
 - g. What is time of day is the vault cut-off in order to receive same day deposits?
 - h. Are armored car services included in this contract?
 - i. Can armored car services be included on the County’s Account Analysis?
 - j. Do we have the option to contract out alternative armored car services?
 - k. Please detail the process steps around resolving errors in deposits made by the vault or bank.
 - l. By which circumstance, do you adjust the deposit amount or process an adjusting debit or credit?
 - m. Please detail the process steps around resolving errors in deposits made by us.
 - n. Is there online access to real-time deposit activity by deposit type by day and current day, if so please provide us with reporting examples.
 - o. At what dollar amount if any do you write off discrepancies, are we notified and are we charged?

11. NSF>Returns:

- a. Please describe your NSF or Returned Items processing procedures, fees or other related services available.
- b. The County requires there not to be fees charged for re-deposit, is there a set-up available for automatic re-deposit without a fee?
- c. Also, does the Bank allow for the management of programable special handling instructions and if so what types of special handling are available?
- d. Does your online return management software allow for adjusting these special handling options? By what means would we provide additional special instructions to help deposit returns and how are we notified?

12. Service Level Agreement:

- a. Please describe how customer inquiries requiring research and adjustments are handled by the institution.
- b. Do you have a service platform that manages technical issues relative to tracking, resources required, escalation levels and status completion?

13. Remote Electronic Deposits:

- a. Please describe the options available for remote check deposits.
- b. What scanning equipment is compatible with your software and do you provide this equipment?
- c. What is the check volume capacity for each deposit, are there volume and/or file size limits?
- d. Are electronic deposits accepted outside of standard banking hours?
- e. Does your software allow for adjustments to fix image errors and adding additional information (i.e. internal tracking numbers, notes, etc.)? Also, does your system have ability to add validation rules and exceptions to facilitate easier batching?
- f. Explain the procedures for verification of file transmission.
- g. Do you accept an X-9 (X9.37 format) file transmission?
- h. How compatible are the transmission files relative to multiple billing systems?
- i. What is the cut-off time for same day account posting and next day posting?
- j. How are we notified of acceptance or rejection by the bank?

14. Payroll Debit Cards:

- a. Where employees do not have or choose not to be paid by electronic account deposit, is there the ability to issue and maintain bank debit cards to those individuals?
- b. Please detail this process (required information and lead-time) relative to the initial set-up and the ongoing processing and maintenance required for these cards to individuals.
- c. Please provide FAQ sheet on this program

15. Washington State PDPC:

- a. Are you an approved member of the PDPC?
- b. If so, when did you become a member?
- c. Since you've been a member have you ever not been "Well Capitalized?"
- d. Please provide the last 3 years of monthly collateral pledged to cover all uninsured public funds in Washington State.

16. Earning Credit and Interest Paid:
- a. Please describe your Earnings Credit Program.
 - b. How is the credit calculated?
 - c. Is there a tiered structure that yields larger credits based on size of average balances?
 - d. Does your ECR program require a sweep account?
 - e. Are residual earnings credits after service fees carried forward to the next month and or year?
 - f. When your ECR > Service Fees, are there any investment programs available to generate any paid interest?
17. Overdraft Fees:
- a. Describe and provide the formula for calculating overnight overdraft fee
 - b. Is there a sequence and/or order of daily operation for posting deposits and payments that are not wires?
18. Service Enhancements:
- a. Please describe any recommended additional services and/or optimal services that could replace existing services. These recommendations should cover but not limited to existing account structure, cash management, merchant card services, remote deposits, maintenance of signature cards, lock-box processing.
 - b. An example of this would be to maintain our own signature card template, make necessary edits, collect new signatures and then forward to the bank.
 - c. Allow for electronic payment conversion from multiple payment processing centers who mail large batches of individual property tax checks per online bill payments.
19. Security/Protection Measures:
- a. Please list and describe your banking controls to secure transaction data, account information and fraud prevention. Where possible please provide a summary matrix.
 - b. How do you control direct access to your online banking platform? Do you use dual authentication and/or user specific biometric authentication? How do these authentication controls work with a VPN connection?
20. Emerging Products & Services:
- a. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.
21. Continuity of operations, retention, and data recovery:

- a. Describe your financial institution's backup and recovery process?
- b. How quickly can your systems be brought back-up relative to an off-site hotspot?
- c. Do you offer customers planning for continuity of operations for local and regional disasters and emergency operations?
- d. If so, how frequently is this reviewed with your customers?
- e. All transaction images must have a retention period of at least seven (7) years, please describe the process to request and receive images that are not readily available through your online banking platform?

22. Conversion Plan:

- a. Provide a detailed description of your conversion and implementation process and timeline for a public entity. Include a list of available resources, training and sample conversion schedule for the conversion process.

23. Conversion Allowance:

- a. The County will be incurring significant time and expense in converting to a new primary bank, detail the financial considerations the bank will provide regarding the following: check and warrant stock, duplicate deposit slips for 40 locations, poly deposit bags, initial set-up fees for required services and potential 3rd party programming that maybe required.

24. Scope Exceptions:

- a. Relative to the RFP Scope are there any special conditions, limitations (i.e. transaction volume, data size, service not available) or other considerations (i.e. additional fees) that would limit the requested services?

25. Sample Reports:

- a. Please provide sample reports for all requested services. Sample reports should include but not limited to Bank Statements, Monthly Account Analysis Statement with a legend key, Previous & Current Day Report, Payable & Receivable Report, Positive Pay Report, Custom Transactional Detail Reports, Liquidity, and User Approval Que.

26. Banking agreements and legal documents:

- a. Itemize and/or catalog specific agreements that you require your clients to sign and/or complete relating to contracts or other legal documents. Please attach these documents to the end of your submission.

27. Local Community Support:

- a. Please describe your current and future commitment to serving the citizens of Kitsap County beyond banking services (i.e. any social and environmental participation)?

28. Analytical Cashflow Reporting:

- a. What capability do you have to chart and drill down the last 12 and 24

months; Wires, ACH, Check Payments and Check/Cash Deposits per day
with layover of daily account balance?

	EXHIBIT A BIDDER CERTIFICATION	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Purchasing@co.kitsap.wa.us
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All information requested below must be provided. Failure to properly complete, sign and return this Bidder’s Certification form may cause the bid to be rejected. Bidder, through the duly authorized undersigned representative (“Representative”) makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: <i>(Provide full legal name)</i>			
Bidder’s Trade Names			
Bidder’s Street Address:			
Bidder’s Website			
Bidder Organization Type: <i>(Check applicable box)</i>	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Federal Tax ID No.			
Washington State UBI No.			

State Industrial Acct ID No.	
Name/Title of Bidder's Representative:	
Representative's Address:	
Representatives Phone Nos	
Representative's Email Address:	
Identify all Addenda received by Bidder:	Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the individual/agency:	

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation, and agrees to abide by the same. Bidder will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.
2. ACCURACY. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. LEGAL CONSIDERATION. Bidder understands and acknowledges that it is the Bidder's responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.

4. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
5. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations for the purpose of presenting a bid.
6. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **ninety (90)** days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
7. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
8. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
9. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. PUBLIC RECORDS. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information that has been identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be

released to the requestor unless the bidder obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that have been marked by the bidder as exempt.

11. **INSURANCE.** Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.

12. **DEBARMENT.** Bidder certifies as follows (must check one):

- NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; **OR**
- DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

13. **CRIMINAL OFFENSE, CIVIL JUDGMENT.** Bidder certifies as follows (must check one):

- NO CRIMINAL OFFENSE, CIVIL JUDGMENT.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; **OR**
- CRIMINAL OFFENSE, CIVIL JUDGMENT.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

14. **WAGE THEFT PREVENTION.** Bidder certifies as follows (must check one):

- NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully

violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**

- VIOLETIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

15. **TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default; **OR**
- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. **TAXES.** Bidder certifies as follows (must check one):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; **OR**
- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

17. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports; **OR**
- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.

18. **REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder certifies as follows (must check one):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above.

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent

Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid; OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

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

- NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; OR
- SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

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

21. REQUIRED LICENSES/CERTIFICATIONS. Bidder certifies that Bidder is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the bid and will remain so throughout the Contract term.

22. AUTHORIZATION. The undersigned certifies that he/she is an authorized representative of the Bidder identified above; is authorized to submit this bid and make these certifications on behalf of the Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____



**EXHIBIT B
EXCEPTIONS AND ASSUMPTIONS**

Purchasing Department
 619 Division St., MS-7
 Port Orchard, WA 98366
 Phone: (360) 337-4789
 Purchasing@co.kitsap.wa.us

BIDDER'S NAME: _____

The County does not intend to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in a proposal being deemed nonresponsive. Offerors shall identify all Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the solicitation and associated documents must be clearly identified on the table below and returned with the proposal. Unallowable or questionable Exceptions and/or Assumptions may cause a proposal to be non-responsive. Exceptions or Assumptions noted elsewhere in the solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

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

Identify All Exceptions and Deviations (<i>check one</i>)					
<input type="checkbox"/> No Exceptions Requested: Bidder is not requesting exceptions to the solicitation and associated documents.					
<input type="checkbox"/> Offeror requests the exceptions and/or assumptions identified below:					
No	Section, page, and reference	Language to which an Exception or Assumption taken	Provide basis for all Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					
5.					
6.					
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8.					
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21.					
22.					
23.					
24.					

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title



**EXHIBIT E
IDENTIFICATION OF
SUBCONTRACTORS**

Purchasing Department
619 Division St., MS-7
Port Orchard, WA 98366
Phone: (360) 337-4789
Purchasing@co.kitsap.wa.us

BIDDER'S NAME: _____

BIDDERS: Provide the following information for all proposed subcontractors that may provide goods and/or services on behalf of the Bidder 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:

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____

	ATTACHMENT F CONTRACT FOR GOODS AND SERVICES	Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Purchasing@co.kitsap.wa.us
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This Goods and 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 on [Contract Effective Date] and terminate on [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of [Contract Length]. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. DEFINITIONS

- 2.1. Contract means this Contract and any exhibits, amendments, specifications, schedule, and solicitation documents accepted by the County, and the Attachments A (Scope of Work), B (Compensation), Appendix E Goods and Services, and all Appendices [List Additional Attachments, if any] All such documents are incorporated herein in full by this reference.
- 2.2. Defect means a failure of a Good or Service to strictly comply with the Contract.
- 2.3. Goods means all products, materials, and Deliverables described in the Contract.
- 2.4. Deliverables means all things, materials, documents, information, and items developed by or on behalf of the Contractor or its Personnel in the course of or in connection with the supply of the Goods and Services in any form whatsoever (including electronic form) and includes all inventions, models, drawings, plans, artwork, designs, logos, reports, advices, proposals, and records, including all things described as deliverables in the Scope of Work.
- 2.5. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to provide goods and/or perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.

2.6. Services means the work to be performed and deliverables as described in the Contract.

SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT

3.1. Scope of Work. The Contractor shall provide all Goods and Services as identified in Attachment A, Scope of Work, in compliance with the Contract.

3.2. 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.

3.3. Price. The price payable for the Goods and Services shall be as provided in the Contract and unless otherwise stated shall include all charges for packing, shipping, insurance, and delivery of the Goods to the location identified by the County, and any taxes, levies, duties and applicable tax. No increase in the price may be made (whether on account of increased costs of material, labor, transport, or fluctuation in rates of exchange or otherwise) without the prior written consent of the County.

3.4. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Goods and Services completed to date, unless otherwise agreed. Each invoice shall identify the Goods and Services provided, dates the services were provided, and any other information requested by the County. In the event the County disputes any aspect of an invoice, the County may upon providing written notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved. The Contractor shall continue to perform its obligations under this Contract in the event of such a dispute.

3.5. 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, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.

3.6. 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. Payments will be released upon compliance, subject to Section 4.

3.7. Restrictions. The Contractor will only be entitled to receive payment for Goods and Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

3.8. Compliance with Law and Federal Contract. The County is using federal funding to procure the goods and services provided under this Contract. Contractor agrees to comply with and make all necessary certification as required by the BJA FY 20 Coronavirus Emergency Supplemental Funding Program agreement which incorporated herein by reference and Appendix F, FEMA Contract terms.

SECTION 4. TERMINATION

- 4.1.** For Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving ten (10) days prior notice to the Contractor.
- 4.2.** For Funding issues. If any funding for Goods or Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may in its discretion: (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 Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.
- 4.4.** Procedures. Upon receipt of notice of termination, the Contractor shall stop all Goods and Services as directed in the notice 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 Goods and Services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

SECTION 5. STANDARDS, ACCEPTANCE, RISK OF LOSS, WARRANTY

- 5.1.** Warranties. The Contractor warrants and represents to the County as follows:
 - 5.1.1.** The Contractor has free and unencumbered title and the right to sell the Goods to the County.
 - 5.1.2.** All Goods will: i) be free from defects, and errors or omissions in design, materials, and workmanship; ii) comply in every respect with any relevant specification, industry standards, samples, drawings, and the Contract; iii) be newly manufactured, of first quality and not end of life; iv) adequately marked, labeled, contained, and packaged to prevent damage or deterioration during transport; v) be able to be used, assembled, handled, stored, dismantled, decommissioned, and disposed of without risk to the health or safety of any person; vi) be of good and merchantable quality; and vii) of satisfactory quality and fit for the purpose for which the County has made known to the Contractor, or, where the County does not make any purpose known to the Contractor, for the purpose for which the Goods are normally used.
 - 5.1.3.** All Services will: i) be performed with due care, diligence, and skill, in a professional, efficient and safe manner, and to best industry standards; ii) be performed by appropriately qualified and experienced Personnel; iii) be fit for the ordinary purpose for which they are intended; and iv) comply with every relevant specification, industry standards, and the Contract. The Contractor shall devote such time, energy, attention, and efforts to the Services provided under this Contract in order to provide all Services promptly, efficiently, and satisfactorily.

- 5.1.4.** The Contractor will do all acts, matters, and things that may be necessary for and incidental to the proper and efficient supply of the Goods and Services. The Contractor and its Personnel will comply with all laws and standards relating to the supply of the Goods and Services, including the County's standards, policies, procedures, and directions, and obtain all necessary licenses, consents, permits, and approvals to supply the Goods and Services. The Contractor shall keep the County informed of the progress of the Goods and Services in the manner, method, and intervals requested by the County.
- 5.1.5.** The Contractor and its Personnel: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing the County locations, will comply with any security, occupational health, and safety and other policies and procedures specified by the County from time to time.
- 5.1.6.** The Contractor will ensure that the County will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the Goods and Services; and that the supply, and use, of any Goods and Services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, the Contractor shall, at no additional charge to the County and without prejudice to any other rights or remedies of the County, repair or replace any Goods or Services that do not comply with any of the applicable warranties.
- 5.2.** Inspection, Testing and Acceptance. Prior to delivery of any Goods, the Contractor must conduct pre-installation testing to confirm that all Goods have no apparent defects. All Goods and Services are subject to final inspection and acceptance by the County. In the event of nonconforming Goods and/or Services, the County may elect to do any or all of the following: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring Goods and Services into compliance; and/or d) terminate the Contract and seek all remedies available in law and in equity. The Contractor agrees to diligently correct any work and replace any Goods and Services or make alternations necessary to meet specification requirements free of cost to the County. Inspection, testing, acceptance, or use of the Goods and Services will not affect the Contractors obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3.** Title and Risk of Loss. Title to all Goods and Services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for Goods will pass to the County at final acceptance. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work which includes without limitation transit, installation, and setup. All Goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.

- 5.4.** Damage to County Property. The Contractor shall perform all work so that no damage to any County buildings or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.
- 5.5.** Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model and be at a price equal to or less than the discontinued product or model.
- 5.6.** Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the County against defects in material and workmanship. The Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period unless the defect was caused solely by misuse of the County.

SECTION 6. INDEMNIFICATION

- 6.1.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 6.2.** With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

- 6.3.** Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive 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, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
- 6.4.** Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of 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 the 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 Section 6, including improper refusal to accept tender, is a material breach.

SECTION 7. INSURANCE

- 7.1.** Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 7.2.** Professional Liability. *(Check one of the following options):*
- Not applicable.
 - Not less than \$1,000,000 per occurrence 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.

7.3. 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.

7.4. Automobile Liability. *(Check one of the following options):*

- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
- Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

7.5. 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 Section 7 unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.6. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

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

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than 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, WA 98366.

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

SECTION 8. NOTICE AND CONTRACT REPRESENTATIVES

- 8.1. Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given 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 9. AMENDMENT, SUBCONTRACT, INDEPENDENT CONTRACTOR

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

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

SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION, AND BREACH

- 10.1. Ownership. Any and all work product, deliverable, equipment, or any other materials created, prepared, constructed, assembled, made, performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract are the sole property of the County, must be delivered to the County upon termination of the Contract, or final payment to the Contractor, and shall not be used or released by the Contractor without prior authorization from the County. The Contractor agrees 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.
- 10.2. Personal Identifying Information/Breach. The Contractor shall ensure all personal identifying information, financial information, and other information 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. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the County and at its sole expense comply with all requirements of RCW 19.255.010. Upon Contract expiration or termination all confidential information shall be returned to the County or destroyed at the County's discretion.

SECTION 11. REPRESENTATIONS AND RECORDS

- 11.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 11.2. Licenses, Permits, and Taxes. The Contractor shall, at its own expense, 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.
- 11.3. 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 the Americans with Disabilities Act, and as amended, in the performance of the Contract.
- 11.4. 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 public inspection and copying under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 11.5. Advertising. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County's prior written consent.
- 11.6. Audit and Record Retention. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make all records available to the County at no cost to the County.

SECTION 12. RIGHTS AND REMEDIES

- 12.1. Responsibility for Correction. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specification or law shall be fully corrected by the Contractor (including parts, labor, shipping, or freight) without cost to the County. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return.
- 12.2. Default in One Installment. The Contractor shall deliver conforming goods in each installment or lot of this Contract and may not substitute nonconforming goods. Delivery of nonconforming goods or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole.
- 12.3. Failure to Perform. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within 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 satisfaction of the County.
- 12.4. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 12.5. Responsibility for Errors. All Goods and Services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Goods and Services provided as required by the County, at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Goods and Services, even after accepted by the County and the termination or expiration of the Contract.
- 12.6. 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.
- 12.7. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.
- 12.8. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.

- 12.9. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Goods and 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 Goods and Services in substitution for those due from the Contractor.

SECTION 13. GOVERNING LAW, DISPUTES

- 13.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 13.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due 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 14. PREVAILING WAGE

- 14.1 Contractor shall comply with the prevailing wage requirements identified in Attachment C, which is incorporated in full by this reference, as required by law.

SECTION 15. GENERAL PROVISIONS

- 15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties out of the Contractor's control.
- 15.2. Time of the Essence. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 15.3. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.
- 15.5. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 15.6. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary, or provide any rights or benefits to any person or entity other than the County and the Contractor.

- 15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 15.8. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 15.9. Non-Exclusive Contract. The County may obtain the same or similar goods or services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.
- 15.10. Survival. 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 (Standards, Acceptance, Risk of Loss, Warranty), 6 (Indemnification), 7 (Insurance), 9 (Amendment, Subcontract, and Independent Contractor), 10 (Ownership, Confidential Information and Breach), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).
- 15.11. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked, and superseded by the Contract.
- 15.12. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

END OF SAMPLE