



Capital Infrastructure

Request For Proposal

31-2524

WATER LAB FOR HEALTH DEPARTMENT

Lewis County



CAPITAL INFRASTRUCTURE

Project: Water Lab for Health Department, 31-2524

Effective Date: undefined

1. Introduction

1.1. Summary

The laboratory's infrastructure is aging and requires a comprehensive renovation to ensure continued efficiency and safety in operations. The proposed updates include the removal of existing cabinetry and the installation of new, custom-fitted cabinets, shelving, sinks, and chemical-resistant countertops, all designed to integrate seamlessly with the current plumbing and spatial layout.

1.2. Background

The laboratory plays a key role in protecting public health and supporting response efforts during contamination events or emergencies. While the facility continues to meet essential operational needs, updates are necessary to enhance safety, durability, and efficiency. Improvements to storage capacity and workspace design would better support the accuracy and professionalism required for critical laboratory functions.

1.3. Contact Information

Matt Patana

Specialist

351 NW North Street

Chehalis, WA 98532

Email: matt.patana@lewiscountywa.gov

Phone: [\(360\) 219-5134](tel:(360)219-5134)

Department:

Capital Infrastructure

Department Head:

Matt Patana

Capital Infrastructure Specialist

1.4. Timeline

Release Project Date	December 10, 2025
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Pre-Proposal Meeting (Mandatory)	December 17, 2025, 11:00am 351 NW North St. basement room 032
Question Submission Deadline	December 26, 2025, 1:00pm
Proposal Submission Deadline	January 6, 2026, 5:00pm

2. **Project Details**

2.1. Important Instructions for Electronic Submittal

Lewis County, Capital Infrastructure, is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

2.2. Project Details

We are seeking qualified cabinet and countertop contractors to provide and install cabinets, sinks and countertops in our Heath Building Water Lab and supporting office. Qualified proposal will need to include installation and removal of existing cabinets and modify to allow for existing plumbing and or other issues as determined upon visit.

- 1.Countertops will need 4-8" backsplash.
- 2.Cut out and installation of new sinks. SS 16 gauge and sizes to be 30x18x9.5 in main water lab.
- 3.Countertops need to be Chemical Resistant.
- 4.Cabinets and Shelves need to be durable and strong. Hardware to be determined.
- 5.Cabinet styles and purposes to be determined by the county.

2.3. Eligibility Criteria

Contractor must be licensed and bonded in Washington state. Have a valid UBI number and no outstanding violations.

Contractor will need to abide by prevailing wage requirements and any other public works requirements.

Contractor must have adequate staff to do work with timeframe accepted. Work will need to be done the after the second week of the month in which it begins (the water lab is open the first two weeks of every month).

Must have relevant project experience and references.

All staff and contractors will need to pass a background check to be in secured areas.

2.4. Applicant and Application Requirements

Each proposal must include the following:

A. **Cover Letter**

Brief introduction of the firm, point of contact, and summary of qualifications.

B. **Detailed Project Approach**

- Description of how the contractor will execute the work
- Proposed downtime.
- Potential disruptions for Staff.
- Safety and site security measures

C. **Project Schedule**

- Start and completion dates
- Any anticipated long-lead items

D. **Cost Proposal**

- All sales tax must be included into the proposal
- Total lump sum or not-to-exceed amount
- Any costs beyond proposal must be accompanied by an Itemized breakdown of labor, materials, equipment, and contingencies including sales tax

E.

F. **Team Qualifications**

- Names and information for backgrounds (if required)

G.

H. **References**

- At least 3 relevant projects completed in the last 5 years
- Contact information for each reference

I. Proof of Licensing, Bonding, and Insurance

J. Subcontractor List

- Names, scopes of work, and qualifications of all subcontractors

K. Warranty and Support Plan

- Description of warranty coverage

2.5. Decision Making Process

- A. Proposals for this funding will be reviewed by Lewis County Capital Infrastructure Department and Selected members of Lewis County Facilities Department.
- B. The selection committee will score proposals according to the criteria and percentage value identified in the Evaluation Criteria. The selection committee, in its discretion, may further define these criteria and implement and allocate value within these percentages.
- C. Lewis County, in its sole judgment, reserves the right to determine which proposals best meet the County's needs. The County retains the right to reject any or all proposals or to waive formalities with or without cause.

3. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	The total cost reflects competitive rate and scope. Cost estimates are aligned with market standards. The proposed cost is within the anticipated range or explains why it is not. The cost proposal demonstrates a clear breakdown of labor, materials and other expected costs.	Points Based	30 (30% of Total)
2.	Contractor availability and parts The contractor has indicated availability to begin work promptly upon contract execution, with a projected start date. The proposed completion timeline aligns with project expectations and demonstrates a clear understanding of scheduling requirements. Their ability to mobilize quickly and adhere to the proposed schedule supports confidence in timely project delivery.	Points Based	20 (20% of Total)
3.	Evaluation of Contractor and references. The contractor has demonstrated substantial experience with similar work, or government-operated facilities. Their portfolio includes projects of similar scale and complexity, indicating a strong understanding of the logistical and operational challenges involved. References provided were relevant and positive, highlighting the contractor's professionalism, adherence to timelines, and ability to coordinate effectively with facility staff during active operations.	Points Based	20 (20% of Total)
4.	Materials construction and durability Cabinets and countertops must be constructed from high-quality, commercial-grade materials that are resistant to warping, swelling and delaminating. (e.g., high-pressure laminate, solid surface, or phenolic resin). Chemical resistant countertops are required. Sinks need to be high quality.	Points Based	30 (30% of Total)

4. General Conditions (Reference Only)

4.1. Scope of Contractor's Services

The Contractor agrees to provide to the County services, reports, and any material set forth in Exhibit A: Statement of Work and Reporting Requirements during the contract term. No

material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

4.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B: Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

4.3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. The County, in its sole discretion, in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

4.4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales,

income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws

4.5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

4.6. Taxes

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

4.7. Regulations and Requirement

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

4.8. Public Records Law

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

4.9. Nondiscrimination

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4.10. Political Activity Prohibited

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

4.11. Right to Review

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

4.12. Modifications

Either the County or the Contractor may request changes or modifications to the contract. Any and all agreed changes or modifications shall be in writing, signed by each of the parties.

4.13. Termination

Either party may terminate this contract upon 30 days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

4.14. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the

Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit A, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

4.15. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

4.16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; e.g. the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to

resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the “Termination for Convenience” clause.

4.17. Termination Procedures

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- Assign to the County all the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- Preserve and transfer any materials, contract deliverables and/or County property in the Contractor’s possession as directed by the County

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 17 (ii).

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

4.18. Defense and Indemnity Agreement

Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal

or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Contractor, its employees or subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington. Industrial Insurance Waiver: With respect to the performance of this contract and as to claims against the County, its officer, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement as part of the valuable consideration of present and future contracts.

4.19. Insurance Coverage

The Contractor shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

4.20. Resolution of Conflicts

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations
- Special terms and conditions
- Exhibits
- General terms and conditions
- Any other provision of this contract whether incorporated by reference or otherwise.

4.21. Disputes, Venue and Choice of Law

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

If mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

4.22. Records Maintenance

The Contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

4.23. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

4.24. Recapture

If the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

4.25. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods, or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- That Contractor shall be notified promptly in writing by the County of any notice of such claim.

- Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

4.26. Ownership and Use of Items Produced

Material produced in the performance of the work under this contract shall be “works made for hire” as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

4.27. Confidentiality

The Contractor shall maintain the confidentiality of all information that is exempt from disclosure to the public or other unauthorized persons under chapter RCW Chapter 42.56 or other federal or state laws (“Confidential Information”) provided by the County or acquired by the Contractor in performance of this contract. The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. The County and the Contractor will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract, including but not limited to the Contractor’s employees, agents, representatives, or subcontractors, must agree to protect the confidentiality of the Confidential Information.

The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor’s performance of the services contemplated hereunder, except: (1) as provided by law; (2) pursuant to an order entered by a court after having acquired jurisdiction over the County or (3) upon prior written consent of the Lewis County Director of Public Health & Social Services and Lewis County Prosecuting Attorney.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the

Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information; (3) ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons, communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person and verifying after transmittal that the fax was received by the intended recipient; (4) encrypting email and/or email attachments that contain the Confidential Information; (5) encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; or (6) sending paper documents containing Confidential Information via a trusted system approved by the County.

Upon request by the County, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to the County or Contractor shall certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

If the Contractor becomes aware of an actual or suspected breach of confidentiality, the Contractor will promptly notify the Contract Coordinator for the County of the facts. The Contractor will work within its organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of Confidential Information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

4.28. Ethics/Conflicts of Interest

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

4.29. Information System Security

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification, or loss. Personal and/or medical information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract.

4.30. Protection of Personal Information

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

4.31. Certification of Work

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

4.32. Contract Amendments

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

4.33. Notice

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, e.g. a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

4.34. Debarment Certification

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

4.35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

4.36. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

4.37. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the party granting such a waiver.

4.38. Survival

The terms and conditions contained in this contract will survive the completion, cancellation, termination, or expiration of the contract.

4.39. Entire Agreement

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.

4.40. Prior Approval

The Contractor shall obtain prior written approval for purchases of items, including but not limited to gift cards, program supplies and equipment, professional development programs or trainings, and consulting fees, exceeding \$300.00. Prior approval shall be obtained via written approval from the County contract coordinator. If prior written approval is not obtained, the County may, in its sole discretion, deny reimbursement requests for the unapproved expenditure.

4.41. Corrective Action

If the County determines that a breach of contract has occurred, in which the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, the County may deem said breach to warrant corrective action. The following process will apply:

- A. The County will notify the Contractor in writing of the nature of the breach.
- B. The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified

deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contractor into contract compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this contract in whole or in part pursuant to Section 14;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Sections 13, 14, and 15.

5. Basic Insurance (Reference Only)

Basic Insurance Coverage

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County.

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$1,000,000. per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements:

The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"

Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability

- ii) Total Pollution Exclusion
- iii) Cross Suits Liability Exclusion

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of Washington. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Washington for all of the subcontractor's employees.

Contractor shall submit to County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of County, its officers, agents, employees and volunteers.

Pollution liability insurance. [If required]

Builder's risk insurance. Upon commencement of construction and with approval of County, Contractor shall obtain and maintain builder's risk insurance as specified below.

The named insureds shall be Contractor, all Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, and County and its officers, officials, employees, and agents. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to County.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to

insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to County to ensure adequacy of terms and sublimits.

Proof of insurance. Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by County prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

County's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

County's right to revise requirements. The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Insurance Exhibit. The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined. Lewis County shall be named as an additional insured for General and Professional liability on all required policies, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Lewis County. For General and Professional Liability, Lewis County shall be additional insured for both ongoing and completed operations. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to Agreement execution, which shall be attached to the Agreement.

6. Vendor Submissions

6.1. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements including the sections:

- A. Project Details
- B. Eligibility Criteria
- C. Applicant and Application Requirements
- D. Decision Making Process
- E. Proposed Estimated Budget

☐ Yes

☐ No

*Response required

6.2. Applicant General Information

Applicants must include the following information and attachments to be considered.

6.2.1. *Name of the organization principal(s)**

*Response required

6.2.2. *Contact name, phone number, and email address**

*Response required

6.2.3. *List of board members and organizational chart**

*Response required

6.2.4. *Physical and mailing addresses**

*Response required

6.2.5. *Washington State Business License number**

*Response required

6.2.6. *Proof of minimum required insurance**

Please see the attachment titled "Exhibit C: Insurance Coverage" for more information.

*Response required

6.2.7. *Current operating budget**

*Response required

6.2.8. *Last audit/most recent financial review**

*Response required

6.3. Proposal Narrative Information and Budget

Please provide the following narrative information in Times New Roman 12 font. Application shall not exceed 10 pages.

Any pages (or narrative included in attachments) in excess of the page limit will not be reviewed by the committee members and will not be considered in the process.

6.3.1. *Narrative Description of Proposed Project**

Provide a narrative description of the proposed project/program, including:

- Eligible activities
- Services to be provided
- Population to be served
- Inter-agency collaboration
- Project goals

*Response required

6.4. Additional Required Documents

A completed Non-Collusion Affidavit and Local Risk Assessment are both submittal requirements to be considered for this project.

6.4.1. *Non-Collusion Statement**

Please download the below documents, complete, and upload.

- Non-Collusion Statement For...

*Response required

7. **Copy of General Conditions (Reference Only)**

7.1. Scope of Contractor's Services

The Contractor agrees to provide to the County services, reports, and any material set forth in Exhibit A: Statement of Work and Reporting Requirements during the contract term. No material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

7.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B: Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

7.3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. The County, in its sole discretion, in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

7.4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws

7.5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or

any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

7.6. Taxes

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7.7. Regulations and Requirement

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

7.8. Public Records Law

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

7.9. Nondiscrimination

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7.10. Political Activity Prohibited

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

7.11. Right to Review

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

7.12. Modifications

Either the County or the Contractor may request changes or modifications to the contract. Any and all agreed changes or modifications shall be in writing, signed by each of the parties.

7.13. Termination

Either party may terminate this contract upon 30 days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

7.14. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit A, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

7.15. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

7.16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; e.g. the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the "Termination for Convenience" clause.

7.17. Termination Procedures

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- Assign to the County all the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- Preserve and transfer any materials, contract deliverables and/or County property in the Contractor's possession as directed by the County

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 17 (ii).

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

7.18. Defense and Indemnity Agreement

Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Contractor, its employees or subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington. Industrial Insurance Waiver: With respect to the performance of this contract and as to claims against the County, its officer, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of

Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement as part of the valuable consideration of present and future contracts.

7.19. Insurance Coverage

The Contractor shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

7.20. Resolution of Conflicts

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations
- Special terms and conditions
- Exhibits
- General terms and conditions
- Any other provision of this contract whether incorporated by reference or otherwise.

7.21. Disputes, Venue and Choice of Law

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

If mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

7.22. Records Maintenance

The Contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect

costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

7.23. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

7.24. Recapture

If the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

7.25. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods, or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- That Contractor shall be notified promptly in writing by the County of any notice of such claim.
- Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

7.26. Ownership and Use of Items Produced

Material produced in the performance of the work under this contract shall be "works made for hire" as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans,

specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

7.27. Confidentiality

The Contractor shall maintain the confidentiality of all information that is exempt from disclosure to the public or other unauthorized persons under chapter RCW Chapter 42.56 or other federal or state laws ("Confidential Information") provided by the County or acquired by the Contractor in performance of this contract. The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. The County and the Contractor will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract, including but not limited to the Contractor's employees, agents, representatives, or subcontractors, must agree to protect the confidentiality of the Confidential Information.

The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except: (1) as provided by law; (2) pursuant to an order entered by a court after having acquired jurisdiction over the County or (3) upon prior written consent of the Lewis County Director of Public Health & Social Services and Lewis County Prosecuting Attorney.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information; (3) ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons, communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person and verifying after transmittal that the fax was received by the intended recipient; (4) encrypting email and/or email attachments that contain the

Confidential Information; (5) encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; or (6) sending paper documents containing Confidential Information via a trusted system approved by the County.

Upon request by the County, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to the County or Contractor shall certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

If the Contractor becomes aware of an actual or suspected breach of confidentiality, the Contractor will promptly notify the Contract Coordinator for the County of the facts. The Contractor will work within its organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of Confidential Information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

7.28. Ethics/Conflicts of Interest

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

7.29. Information System Security

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification, or loss. Personal and/or medical information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract.

7.30. Protection of Personal Information

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with

the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

7.31. Certification of Work

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

7.32. Contract Amendments

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

7.33. Notice

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, e.g. a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

7.34. Debarment Certification

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

7.35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

7.36. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

7.37. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the party granting such a waiver.

7.38. Survival

The terms and conditions contained in this contract will survive the completion, cancellation, termination, or expiration of the contract.

7.39. Entire Agreement

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.

7.40. Prior Approval

The Contractor shall obtain prior written approval for purchases of items, including but not limited to gift cards, program supplies and equipment, professional development programs or trainings, and consulting fees, exceeding \$300.00. Prior approval shall be obtained via written approval from the County contract coordinator. If prior written approval is not obtained, the County may, in its sole discretion, deny reimbursement requests for the unapproved expenditure.

7.41. Corrective Action

If the County determines that a breach of contract has occurred, in which the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, the County may deem said breach to warrant corrective action. The following process will apply:

- A. The County will notify the Contractor in writing of the nature of the breach.
- B. The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contractor into contract compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this contract in whole or in part pursuant to Section 14;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Sections 13, 14, and 15.