



WALLA WALLA COUNTY
Technology Services Department
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REQUEST FOR PROPOSAL WEBSITE DESIGN, DEVELOPMENT, AND HOSTING SERVICES

Walla Walla County – Technology Services

RFP #20017-04-27

RESPONSE DUE: May 19, 2017 at 1:00PM

INTRODUCTION

Walla Walla County (County) is requesting proposals for four services related to the County website: (1) Professional design of the site; (2) Migration of current site to the proposed site. (3) Implementation of an infrastructure that allows County offices and departments to maintain their specific information within a common framework; (4) Ability to conduct business with the public; (5) Hosting of the County website.

Respondents must provide proposals expressing their ability to provide all five website services mentioned above. Item (2) above may be quoted with consideration of various levels of count participation. The procedures for awarding this project will follow the guidelines outlined in RCW 39.04.270 - Competitive Negotiations. The proposals will be evaluated on the basis of price and the criteria listed in this RFP.

The goal of the County's website is to provide simple and intuitive electronic access to public services, serve as a public communications tool, reduce transaction costs for the County and citizens, and to streamline business operations. Specifically, the County would like the redesigned site to better support e-government transactions such as on-line permits, on-line forms and applications, on-line payments. The current website www.co.walla-walla.wa.us is

challenging to navigate and cumbersome for staff to maintain. The redesigned site should have a theme that promotes Walla Walla County with a welcoming, friendly, and professional feel with a method to allow designated staff to contribute, or update or otherwise manage the new site. The County may consider streaming video in the future. The County will be responsible for its content and content management during and after the project engagement and will own all content. No web design company indicators will be permitted on the website, or embedded in the underlying code.

Contracting– Representatives of the selected vendor and representatives of Walla Walla County will engage in negotiations to settle on terms and include those terms in any agreements needed by both entities. As a condition of a successful negotiation vendor will be required to sign the standard Walla Walla County Technology and Professional Services Contract as well as a Contractor Vendor Volunteer Non-disclosure agreement, available at <http://www.co.walla-walla.wa.us/departments/ts/index.shtml>. Payment benchmarks or performance periods will be identified in this agreement. No money will be due to the vendor at the time of contract signing. Walla Walla County requires that 25% of the contract price be held until the projected is accepted as complete.

OTHER TECHNICAL AND VENDOR REQUIREMENTS

All vendor responses MUST include a sample copy of your company contracts and End User Licensing Agreements for the proposed software and any third-party software required by the application to remain functional that Walla Walla County would be required to sign.

All contracts/agreements must include the vendors' response to this RFP as an appendix.

Acceptance of any response to the RFP should not be construed as a contract nor shall it indicate any commitment on the part of Walla Walla County for any future action. The awarding of the RFP is not complete until successful contract negotiations have taken place and an agreement is signed by both parties.

The RFP does not commit Walla Walla County to pay for any costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a formal agreement.

Walla Walla County does not represent that any proposal will be implemented, or that any individual respondent will be the party contracted with. In the event Walla Walla County selects a respondent's proposal, implementation of the proposal will be through separate written agreement. Proposals and all ideas contained therein shall not be deemed proprietary to the respondent and may be used by Walla Walla County in any manner deemed in its best interest.

CONFIDENTIALITY OF RECORDS

Respondents must identify each portion of their proposals which they deem confidential. Respondents must provide justification of what materials, upon request, should not be disclosed by Walla Walla County. Nonetheless, Walla Walla County is a governmental agency, and as such, its records may be subject to disclosure to the public under RCW 42.56.070. Walla Walla County will not release proposals to any party until the County has negotiated a contract, or otherwise concluded this selection process.

DEMONSTRATION OF PRODUCTS

At the option of the County, and as a condition prior to selection, respondents may be required to demonstrate the functionality of the proposed system. The demonstration must be conducted with the products proposed and must be able to demonstrate the functionality as it would be implemented for the County. Respondent(s) may use completed sites from other government agencies as part of the demonstration to the extent that what is shown shall become part of the official response to this RFP and will be considered part of the expected deliverables. If the County elects to have a demonstration, the respondent may be required to do so at County facilities. Failure to agree to the demonstration will disqualify the responder. A minimum expectation of respondents to this RFP will be web/conference call presentations to multiple groups of County department heads and/or staff. It is understood that any costs for on-site or web/conference call demonstrations shall be the sole responsibility of the respondents.

TECHNICAL INFRASTRUCTURE

One of the areas of consideration for evaluating proposals will be compatibility with the County information technology infrastructure. That infrastructure currently includes the following:

- Microsoft hosted O-365 for Exchange and email
- Firefox, and Internet Explorer 11.0 or higher for default browsers
- Microsoft Office 2016 for PC productivity suites
- Microsoft Windows 7/10 for workstation operating systems

MINIMUM REQUIREMENTS

Proposed application/system must meet the following minimum requirements:

- Respondent currently provides website services to a local government entity.
- Public access to all content and features (not development or management) on the website is not dependent on specific browser, that is, the web interface is browser agnostic and works with commonly used browsers found on Windows, Linux and Mac computer systems.
- Website is capable of being organized into multiple departments and divisions within departments with ability for County website administration to add divisions.
- Intuitive and consistent options for navigating the website especially moving from department to department and department to general information/home page.
- Multiple level security, for further development or content management must be completely contained within the website infrastructure, and not reliant on the existing County network security or peer-to-peer connectivity.
- All security options must be fully explained in the response to this proposal.
- Flexibility within the portion of the site assigned to a department or function for designated staff to add, remove and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure.
- Pages and features compatible with limited bandwidth access by the public. Many of our customers are still on dial up speeds and the County is concerned with public access being hindered by a digital divide.

- Web interface options that can accommodate individuals with disabilities in accordance with the Americans with Disabilities Act (ADA). See rules and an example at www.ada.gov/websites2_prnt.pdf.
- Capability of the general website administration staff to:
 - Control size of individual web pages.
 - Control size and types of images used within the site.
 - Control publishing of links to other websites.
 - Report website maintenance activity and statistics on content type: Updates, downloadable documents, web pages, calendars, and broken links.
 - Report number of visits to site generally and to each department.
- Provides 128-bit encryption over Secure Socket Layer for displaying specific web pages and for information transmitted to and from the website by County staff.
- E-mail interfaces, if any, are not dependent on a specific e-mail client.
- Respondents proposing to host the County website must not be on any e-mail or website “black lists” as a source of unwanted solicitations or objectionable content.
- The site must be designed for continuous operation 24 hours a day, 7 days a week with express maintenance windows clearly defined. Host must have adequate redundant equipment to minimize down time.
- Technical Support must be inclusive in the contract and available on a 24/7/365 basis.
 - Responses should include other service levels and pricing as an option.
- Website must provide for secure on-line payments, including the ability to specifically designate the amount being transmitted. Host is expected to work with any subcontracted company and ensure that the on-line payment service is available, secure, and reliable for the public.
- Adequate training to maximize the use of the website is mandatory. Training shall include administrator and security level as well as department head and department user level. Training will be provided at a minimum in an interactive Webinar format. On-site training would be ideal. Adequate training manuals must be provided, electronic format is acceptable. For training options must be included in the response to this RFP.
- Annual support and maintenance of the website. Services such as refreshing the design elements, updating of technology in the website design, engineering, search engine

optimization, content management and other elements associated with the County's website. The County would like to have these elements included with this project beginning with the first day of "go live" for the County website for 1 year and, as an optional ongoing item and cost, the continuation of this support in 1 year increments thereafter.

ADDITIONAL FEATURES AND CAPABILITIES

The following is a list of additional features and capabilities the County of Walla Walla is seeking in website services. The list is not intended to be all inclusive, nor is it intended to represent a minimum of features and capabilities.

- Capability for easily searching the website for key words or phrases.
- Graphic files should be relative to the site and designed to allow for the quickest loading while retaining a resolution that is pleasing to the eye.
- CMS that provides a uniform means of managing web documents whether posted as web pages or downloadable files. Database needs to include items like the document/page title, description, posting information, expiration date.
- Meeting/event calendar system that allows for each department to add content to a department specific calendar that maintains a composite calendar of all County departments. Flexibility in scheduling recurring appointments is desirable. ('2nd Thursday of each month, except if that date falls on a holiday;' e.g., ability to have one or more exceptions to a string of recurring appointments.)
- Contractor/Vendor will create up to 5 hosted webforms. One of the forms is the county standard Application for Employment form. The form is currently located online at <http://www.co.walla-walla.wa.us/departments/per-risk/docs/WWCOJobApp-fillin08.doc>. In particular, this form will contain several "required" fields and when submitted, gives the user the option of saving a copy to their local drive, then sends the completed form to the county Human Resource Manager. The system must have an option for administration of this feature to change the destination email address and the ability to add a CC: to a secondary address.
- The entire form should be submitted, not just field names and data.

- The vendor must have a utility that allows for the processing and emailing of webforms using a system that is browser and email agnostic.
- Ability to upload data in preformatted web pages or document locations, for example, daily police logs produced from a records management system.
- Option for creation and maintenance of multiple blogs and/or newsgroups both restricted within a department's portion of the website and made available generally while hosted by a specific department.
- Allow authorized staff that maintains a specific department's web pages to make some pages available only to visitors with user names and passwords supplied by the department.
- Support and restrict users to a consistent design strategy throughout the website and all departments.
- Ability to use current interactive and social networking mediums such as Facebook, Twitter, and RSS feeds, as well as flexibility to add these types of features in the future.
- Master composite calendar should contain a sort feature for both the end user and the updater.

PROPOSAL CONTENT

All proposals are to include the following and with the numerical reference for easier evaluation purposes:

- Contact information for the respondent.
- Location of respondent corporate offices.
- Number of years of experience respondent has in installing and supporting similar systems.
- List of current customers using the proposed service/system that the County can contact. Must include a customer of less than 6 months and one longer than 5 years.
- Description of the proposed process for website design including how you intend to gather all of the required information, format preferred, and assistance expected from the County in order to complete this project.
- Whether or not respondent has graphic design specialists on staff.

- Accessibility features of the proposed website.
- Description of how your company intends to meet the minimum requirements desired as well as the additional requirements outlined above. Specifically detail how you will comply with the public records laws for the State of Washington.
- Description of infrastructure, utilities and tools proposed for web page creation and maintenance. This should include the backroom content organization, link finders, etc.
- Proposed phases or steps in implementation of the website design, infrastructure and hosting.
- Proposal for migration of current website content to the new website.
- Options for training the County staff in creating and maintaining website content.
- Description of ongoing support provisions.
- Specifications and configurations required to support the proposed system, including specifications for all software components required for the system, but not provided as part of the proposal. In other words, hardware and software requirements for County workstations and network configuration.
- Requirements, if any, for County bandwidth to the Internet necessary to support reasonable performance of website maintenance tools.
- Information on hosting site including specifications on security, disaster recovery, historical data preservation, and procedures for handling outages.
- Separation of one time and recurring costs for: Website design; infrastructure; training; hosting, etc. Please note that the County expects this to be a “not to exceed” price.

CONDITIONS OF WORK

Final agreement(s) must be reviewed and approved as to form by the County Prosecuting Attorney’s office.

Vendor will be responsible for all licenses, permits, fees and taxes associated with the system installation.

All hardware, network, and software installation and configuration must be performed in cooperation with County IT Department.

The implementation must be accomplished in a manner that minimizes disruption of County business via the Internet.

CONTRACTUAL OBLIGATIONS

The successful vendor will be required to enter into a written agreement with the County of Walla Walla in which the vendor will undertake certain obligations. These obligations include, but are not limited to, the following:

Inclusion of Proposal - The proposal submitted in response to this RFP will be incorporated as part of the final contract with the selected vendor.

Indemnification and Insurance - The successful vendor shall indemnify and hold the County of Walla Walla and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of vendor, or of anyone acting under vendor's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. The successful vendor shall maintain and shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

Costs - All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section of the proposal; no additional charges (e.g. for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

When using pricing from Washington State purchasing contracts, please include the contract ID in the response.

EVALUATION OF PROPOSALS

Price will be a significant, but not the only, criteria in evaluating the proposals.

Consideration will also be given to the following:

- Ability of the same respondent to provide all aspects of the proposal: design, infrastructure, hosting.
- Compliance of the vendor and proposal with the Minimum Requirements outlined above.
- The extent to which the proposed system provides the Features and Capabilities outlined above.
- Responses to requests for additional information submitted to the respondents.
- Degree to which the proposed system fits the existing information technology infrastructure at the County of Walla Walla.
- Degree to which the proposed system is user friendly and easily maintained by County staff.
- References.
- The award will be made to the qualified respondent whose proposal is most advantageous to the County with price and other factors considered. The County may reject any and all proposals.

PROJECT CONTACT

Questions about the project may be directed to:

Kevin Gutierrez – Director, Technology Services
County of Walla Walla
315 West Main Street
Walla Walla, WA 99362
(509) 525-2591
kgutierrez@co.walla-walla.wa.us

DELIVERY OF PROPOSAL

Each proposal must be received by the date and time set for closing receipt of offers. RFP #20017-04-25 is due no later than 1:00 PM local time on May 19, 2017. The envelope shall be sealed and identified with the RFP name **WEBSITE DESIGN, DEVELOPMENT, AND HOSTING SERVICES**, the name of the vendor, and the date and time of closing. The envelope(s) must include 2 printed copies of the proposal and one electronic copy in a standard searchable PDF format.

Note: Any deviation from this requirement may result in your proposal being considered non-responsive, thus eliminating your company from further consideration.

The County cautions vendors to assure actual delivery of mailed or hand-delivered proposals directly to the Board of County Commissioners Office prior to the established deadline. A proposal received after the established deadline will be returned, unopened, to the vendor.

Proposals must be delivered to:

Walla Walla County Commissioners Office
314 West Main Street
2nd Floor
Walla Walla, WA 99352
(509) 498-9209

LATE PROPOSALS WILL NOT BE ACCEPTED.

Walla Walla County will not accept proposals via electronic mail services.

All accepted proposals and accompanying documentation will become the property of Walla Walla County and may not be returned. Vendors should be aware that because of Public Records Laws, we may not be able to hold information you provide in your responses as confidential. Language inserted into a response by any vendor attempting to protect information as confidential should be aware that confidentiality will be enforced to the extent allowed by Washington State Public Records laws.

Walla Walla County assumes no responsibility for delays caused by any delivery service. Receipt of vendor response by Walla Walla County must not exceed the date and time stated above. Postmarking by the due date will not substitute for actual proposal receipt.

PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interviews.

Proposals may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the County of Walla Walla after the proposal submission deadline.

ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

TIMELINE

This is a budgeted project and we do intend to enter a contract as soon as possible. It is our hope to have the new site up and fully operational by August 1, 2017 at the latest.

ATTACHED

Sample Walla Walla County Professional Services Contract

The following pages contain the standard Professional Services Contract required by the county, for review.

AGREEMENT NO. _____

_____ hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), Exhibit B (Compensation) and Exhibit C (any Special Conditions), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the _____ day of _____, 20____, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the ____day of _____, ____.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$_____.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONTRACTOR:

WALLA WALLA COUNTY:
Board of County Commissioners
By

Firm Name

Chairman

Title:

Commissioner

Mailing Address:

Commissioner

Social Security #

or

Business Tax ID #

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County,

payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

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 Contracting Officer.

4. Wage Standards:

Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. 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 any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. 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 (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. 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

Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must 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.

8. Regulations and Requirement:

This Agreement 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.

9. Right to Review:

This contract may be 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 program by whatever means are deemed expedient by the County. 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 Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the 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. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, 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 a 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 has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. 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 best 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. An equitable adjustment in the contract price for partially completed items of work will be made, 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.

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, 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 agreement 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.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon 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 Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. 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 supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs 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:

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

20. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County

a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such 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, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. 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.

25. 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 parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. **No Third Party Beneficiary:** The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.