

Mason County Community Services Request for Quote

Statement of Need:

Mason County local government is seeking consultive services to perform a Housing Needs Assessment that evaluates housing options and recommends housing needs that will inform the Housing Chapter of the Comprehensive plan and identify the highest needs for affordable housing in Mason County.

Estimated Schedule:

- Release Date: September 15, 2021
- Question and Answer Period: September 15 – September 29, 2021
- **Letter of Interest Due: September 29, 2021**
- **RFP Response Due: October 13, 2021**
- Selection Process: October 13 – 27, 2021
- Award Notification on or before: November 3, 2021
- Contract implemented on or before: December 8, 2021,

Request for Quote Contact:

Todd Parker
Mason County Community and Family Health
415 N. 6th St.
Shelton, WA 98584
360-427-9670 ext. 293
tparker@masoncountywa.gov

Submit an electronic copy of the Letter of Interest and final RFP response to Todd Parker at tparker@masoncountywa.gov.

Background:

As we travel along the housing continuum from unsheltered homelessness, emergency shelter, transitional housing, public housing, affordable rental housing, affordable homeownership, market rate rental housing and market rate homeownership we find that there are not enough housing options in supply to keep up with the demand. Housing supply, especially in the spectrum of public and affordable housing is at an all-time shortage. The annual Point in Time Counts historically count over 100 individuals unsheltered and 146 individuals in temporary housing including emergency shelters. About 50% of the households report a chronic health condition as a reason for housing instability and homelessness. Coordinated Entry has a master list of over 100 households at any given time throughout the year that are considered Category 1 Homeless (unsheltered or sheltered). It is unknown how many individuals are couch surfing and households are doubled or even tripled up to find housing options. The need for affordable housing extends beyond the ability to accurately quantify real need. The goal of this housing needs assessment is to identify the greatest need for housing types county-wide for households

with an area median income at or below 60% with the available data and resources to compile such an assessment.

Mason County's Vision for Housing To assure adequate affordable housing that is available and accessible to all income levels, Mason County will review zoning and building regulations to ensure they encourage affordable and accessible housing and are responsive to demographic changes. Mason County will identify and utilize incentives and creative "out of the box" thinking to maximize the potential for appropriate growth, rehabilitation, and maintenance of Mason County's housing stock and to increase low-income housing units to both ease the affordable housing shortage and the cost burden borne by our low-income citizens. Mason County will support housing opportunities that adhere to and fit within Smart Growth Principles. The Washington State Growth Management Act (GMA) of 1990 (RCW 36.70A.020), requires that comprehensive plans include a housing element. This requirement grows out of concerns over housing affordability, availability, and housing condition. The GMA also "encourages the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock".

Mason County is projected to have a 34% increase in population from 2016 through 2036, or 21,480 more individuals. Using the US Census data for average household size, the housing needed to accommodate these new residents is estimated to be approximately 8,300 homes over the same period. According to the U.S. Census, only 22 percent of homes are renter occupied. This is significantly lower than the statewide average of 37 percent. Single-family units represent most of the County's housing stock. Mobile homes and other types of housing accounted for 20 percent of the housing units in the County. Multi-family units comprise approximately 5 percent of the County's housing stock. Most of the multi-family housing is in the City of Shelton. According to the Housing Chapter of the Comprehensive Plan, apartments with 5 or more units make up 3% of the available housing type. Studio and one-bedroom units are in even shorter supply limiting the housing options and affordability for single adults. There are not any permanent supportive housing options in Mason County where supportive services are combined with housing options to provide housing stability for the residents.

The goal of this Housing Needs Assessment is to help focus community efforts on the most critical local housing issues. The four primary objectives of this Housing Needs Assessment aim to:

1. Evaluates housing options and recommend housing needs that will inform the Housing Chapter of the Comprehensive plan and identify the highest needs for affordable housing in Mason County.
2. Inform the community on its housing needs for households that are low and very low income,
3. Aid officials in assigning priority and resources to the housing needs identified, and
4. Provide a necessary guide in developing appropriate housing policies, programs, and strategies

The Housing Needs Assessment outlined in this RFP also targets the continuum of public housing and affordable rental housing for households at or below 60% of the area median income. Furthermore, it is to specify the housing types needed for our most vulnerable

community members: veterans, senior citizens, persons with behavioral health disabilities, homeless and at-risk of homelessness, homeless unaccompanied youth, persons with disabilities and domestic violence survivors. Information from the housing needs assessment will help inform and prioritize limited resources to develop affordable housing options to positively impact the quality of life for vulnerable community members.

Estimated Budget:

- Not to exceed \$50,000

Evaluation Criteria:

No quotes will be considered without a letter of interest. Answers to all questions will be provided to all organizations that submit a letter of interest. Submitting a letter of interest does not obligate the organization to submit a quote.

Mason County intends to select the quote which is the most qualified and responsive to meet its local needs. The quote submitted must fully address the questions and statements outlined in the Quote Response Items. Mason County reserves the right to reject any and all quotes received by reason of this request or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interests of Mason County's affordable housing and preservation programs. Public Health and Planning staff will conduct an initial review and eliminate any quotes that do not meet the criteria outlined in this RFP. Staff will provide all quotes that meet the criteria to the Housing and Behavioral Health Advisory Board for review, evaluation, and scoring. This board will vote and make an award recommendation to the Board of County Commissioners. Via resolution, the Commissioners make the final decision on funding for this project.

- Letter of interest on file
- Complete, responsive application and ability to meet quote elements
- Organization's qualifications and experience
- Project personnel qualifications and experience
- Sample Housing Needs Assessment
- Cost effectiveness
- Organization timeline

Required Quote Response Items:

Answer the following statements and/or questions on a separate document that can be submitted in a Microsoft Word or PDF format on or before the quote deadline.

1. Organization Information
 - a. Contact
 - i. Name of Company
 - ii. Mailing Address
 - iii. Phone
 - iv. Primary Contact Person, job title, phone, and email
 - b. Organizational summary to include primary area of expertise

- c. Number of years in business
 - d. State of Washington Business License Number
 - e. Program Licensure or Certifications, if applicable
 - f. A list of personnel with their number of years' experience and qualifications
2. Cost to complete the assessment as identified in this RFP's Proposed Assessment Scope of Work with a price breakdown including any fees
 3. Timeline to complete the assessment
 4. Provide an outline of the process the organization will go through and the stakeholders that will be engaged to collect the information for the Housing Needs Assessment as outlined in the Quote Scope of Work.
 5. Describe any additional considerations Mason County should consider when finalizing the scope of work and any additional costs this work may incur.
 6. Work Sample: Provide a sample Housing Needs Assessment
 7. Availability for a follow up session to review the Housing Needs Assessment.

Proposed Assessment Scope of Work:

Once an award is made, Mason County anticipates that the awardee and County will negotiate and execute an agreement for the operation of the project and timing of the award. The agreement will include a Scope of Work based on the following parameters:

Conditions:

- A. Market Area: Mason County
- B. A comprehensive evaluation of housing options and recommended housing needs that will inform the Housing Chapter of the Comprehensive plan and identify the highest needs for affordable housing in Mason County.
- C. A Subset of Housing Needs Analysis to report on the following target populations:
 - a. individuals with mental illness,
 - b. veterans,
 - c. senior citizens,
 - d. homeless families with children,
 - e. unaccompanied homeless youth,
 - f. persons with disabilities,
 - g. or victims of domestic violence
- D. Target Income: At or below 60% of the Area Median Income

Housing Needs Assessment to consider the following areas:

1. Economic Analysis
 - a. Employment trends
 - b. Income data
 - c. Economic base of the Market Area
 - d. Local Employment/Unemployment Rates
 - e. Percent of households housing cost-burdened (30% or more of gross income is spent on housing related costs (i.e. rent, utilities, insurance)
2. Current Housing Supply
 - a. Housing stock characteristics and changes

- b. Construction and real estate activity
 - c. Housing affordability and severe cost burdens
 - d. Rental vacancy rate
 - i. Market Rate Vacancy in real-time
 - ii. Subsidized housing vacancy rate
 - iii. Market and subsidized housing rent growth trends
 - e. Available housing types that serve the subpopulations listed above.
 - i. Include data on waiting lists for available units
 - ii. Reasonability of rents
 - iii. Analysis of rent gaps
3. Projection of renter household demand by bedroom type
 - a. For all units of households 60% AMI and under
 - b. Additional breakout of households 30% AMI and below
 4. Recommendations on housing strategies for the housing types and design considerations needed to best serve the subpopulations listed in the Conditions above.
 5. Determine the level of need for Permanent Supportive Housing in Mason County to include optimal size/scale, level of services needed by priority populations, and compatibility with existing services.

SAMPLE Letter of Interest:

Submitting a letter of interest is a requirement to have the quote considered and evaluated. Submitting a letter of interest does not obligate the organization to submit a quote. The following information may be copied onto a MS Word document and submitted as a Word or PDF to demonstrate intent to submit a Request for Quote. Submit the letter of interest to Todd Parker at tparker@masoncountywa.gov.

Organization:
 Primary Contact Person with job title:
 Mailing Address:
 City, State, and Zip:
 Primary Contact's Phone:
 Fax:
 Primary Contact's email:

Signature below indicates an interest in preparing a Housing Needs Assessment for Mason County. I understand that signing this letter does not bind me or the organization to submit a quote. All information submitted in this letter of intent is true to the best of my knowledge and belief.

Printed Name:

Signature:

Date: _____

Mason County Standard Terms and Conditions:

All quotes are public information and subject to public disclosure.

Mason County is not liable for any costs incurred by proposers prior to entering into contract. Costs associated with developing the quote, preparing for any presentations and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the County.

SAMPLE General Terms and Conditions

Scope of Services:

CONTRACTOR agrees to provide COUNTY all services and any materials as set forth as identified in EXHIBIT A SCOPE OF SERVICES, RFP Application, and any instructions and disclosures during the CONTRACT period. No material, labor or facilities will be furnished by COUNTY, unless otherwise provided for in the CONTRACT.

Term:

Services provided by CONTRACTOR prior to or after the term of this CONTRACT shall be performed at the expense of CONTRACTOR and are not compensable under this CONTRACT unless both parties hereto agree to such provision in writing. The term of this CONTRACT may be extended by mutual consent of the parties; provided, however, that the CONTRACT is in writing and signed by both parties.

Independent Contractor:

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. All payments made hereunder, and all services performed shall be made and performed pursuant to this CONTRACT by the CONTRACTOR as an independent contractor.

CONTRACTOR acknowledges that the entire compensation for this CONTRACT is specified in Exhibit C-Budget, and the CONTRACTOR is not entitled to any 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 employees of COUNTY. The CONTRACTOR represents that he/she/it maintains a separate place of business, serves clients other than COUNTY, will report all income and expense accrued under this CONTRACT to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington. CONTRACTOR will be responsible for and will pay all taxes related to the receipt of payments from the COUNTY.

CONTRACTOR will defend, indemnify and hold harmless COUNTY, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

Payment:

COUNTY will reimburse CONTRACTOR for actual expenditures incurred each month, according to the terms provided in EXHIBIT A, provided that CONTRACTOR performs the services and submits all reporting to a satisfactory level. Monthly expenditures will be reported

using the template provided. Payment is on the assumption that State and local funds are available to the COUNTY for disbursement to the CONTRACTOR and have been expended and program requirements met, or earlier in the event of non-compliance. If State or local funds are not available to the COUNTY, the COUNTY reserves the right to amend the payment terms and the amount of the maximum contract total. The term of this CONTRACT begins on the Effective Date, and the CONTRACTOR agrees not to incur any expenses on the program using COUNTY funding prior to the effective date.

Payment Information:

CONTRACTOR agrees to complete or make sure a current Vendor Payment Form is on file providing the COUNTY with all information necessary to correctly issue such payments. If CONTRACTOR fails to provide such information in response to the COUNTY'S written request, then the COUNTY may withhold payments to CONTRACTOR until CONTRACTOR provides such information.

Budget:

CONTRACTOR further agrees that funds provided under this CONTRACT will be expended as specifically itemized line by line in the Budget provided in Exhibit C, and that CONTRACTOR will follow the Budget Amendment Process for quarterly expense transfers within a budget category (i.e. operations, administration, facilities support). Budget transfers will not be made unless approved by the COUNTY. Late requests will not be accepted.

Duplicate Payment:

The COUNTY shall not pay CONTRACTOR, if the CONTRACTOR has charged or will charge any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. If it is determined that CONTRACTOR has received duplicate payment, the CONTRACTOR must pay back the COUNTY for these expenses.

Recordkeeping:

CONTRACTOR agrees to keep records in an easily read form sufficient to account for all receipts and expenditures of contract funds. These records, as well as supporting documentation, will be archived by the CONTRACTOR'S office for at least six (6) years after the end of the contract. CONTRACTOR agrees to make such books, records, and supporting documentation available to the COUNTY for inspection when requested.

Accounting and Payment for CONTRACTOR Services:

Payment to the CONTRACTOR for services rendered under this CONTRACT shall be as set forth in "Exhibit C BUDGET". Where Exhibit "C" requires payments by the COUNTY, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "C," by documentation of units of work 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, to comply with municipal auditing requirements. Acceptable invoices will be processed within 30 days of receipt.

Unless specifically stated in Exhibit "C" or approved in writing in advance by the official executing this CONTRACT for COUNTY or his or her designee (hereinafter referred to as the "Administrative Officer"). COUNTY will not reimburse the CONTRACTOR for any costs or expenses incurred by the CONTRACTOR in the performance of this CONTRACT. Where required, COUNTY shall, upon receipt of appropriate documentation, compensate the CONTRACTOR, no more often than monthly, in accordance with COUNTY's customary procedures, pursuant to the schedule set forth in Exhibit "A".

Reporting and Other Contract Requirements:

CONTRACTOR agrees to submit program and expense reports, as well as perform all other requirements outlined in Exhibit A – SCOPE OF SERVICE, on or before the dates indicated therein. The COUNTY reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in program reports, financial activity reports, or any other reports submitted to the COUNTY with respect to the program.

Federal and State Benchmarks, Data Collection, and Evaluation:

The Department of Housing and Urban Development (HUD) and the Department of Commerce may require additional reporting of programs and continuums of care directly or indirectly related to the funding awarded such as, but not limited to, Coordinated Entry, Data Quality, Data Timeliness, Housing Inventory Report, Annual Performance Report, Point in Time Count and System Performance Measures. CONTRACTOR agrees to participate in these evaluation efforts, meet individual benchmarks that contribute to the system and will fulfill the data collection and reporting requirements specified at the time of the request. It will be the obligation of the COUNTY representatives, CONTRACTOR and other contractors to provide protections and assurances regarding the confidentiality of data, samples of work (in any media format) and/or interview comments provided by participants. CONTRACTOR also agrees to provide the COUNTY with the results of any independent or self-directed evaluation or research undertaken in respect to the funded program.

Withholding Payment:

In the event the CONTRACTOR has failed to perform any obligation under this CONTRACT within the times set forth in this CONTRACT, then COUNTY may, upon written notice, withhold from amounts otherwise due and payable to CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. Withholding under this clause shall not be deemed a breach entitling CONTRACTOR to termination or damages, provided that COUNTY promptly gives notice in writing to the CONTRACTOR of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the CONTRACTOR of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the CONTRACTOR acts within the times and in strict accord with the provisions of the Disputes clause of this CONTRACT. COUNTY may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the CONTRACT, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the CONTRACTOR, (3) to set off any amount so paid or incurred from amounts due or to become due the CONTRACTOR. In the event the CONTRACTOR obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to CONTRACTOR by reason of good faith withholding by COUNTY under this clause.

Taxes:

CONTRACTOR understands and acknowledges that COUNTY will not withhold Federal or State income taxes. Where required by State or Federal law, the CONTRACTOR authorizes COUNTY to withhold 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 CONTRACT. The CONTRACTOR hereby agrees to indemnify COUNTY against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this CONTRACT.

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 COUNTY does not hold title. COUNTY is exempt from Federal Excise Tax.

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 CONTRACTOR or any employee of CONTRACTOR or any sub-contractor or any employee of any sub-contractor by COUNTY now or in the future.

Intellectual Property:

CONTRACTOR shall retain all copyrights and other intellectual property rights to written work produced because of this award, including but not limited to, work product listed in SCOPE OF SERVICES. CONTRACTOR grants to COUNTY a nonexclusive, irrevocable, perpetual, and royalty-free license to access, reproduce, publish, copy, or otherwise use such written work. Program materials may be reproduced (but not morphed, amended, revised, or redesigned) by any other party, on a worldwide, non-exclusive basis and without fee in connection with their own educational or program purposes, but may not be used in connection with sales or distribution for profit. The owner must approve any use of project materials not specifically permitted under this provision, in advance and in writing. As appropriate, all materials shall contain an attribution of ownership.

Third-Party Rights:

CONTRACTOR warrants that written work product(s) produced under the terms of this CONTRACT will not infringe, misappropriate, or violate the rights of any third party, or incorporate or be derived from the intellectual property of any third party, without the COUNTY'S prior written consent.

Audit Provisions and Non-Compliance:

Throughout the course of the CONTRACT term, the COUNTY will monitor compliance with contract requirements and performance, invoices, reports and Scope of Services (Exhibit A). If the COUNTY, a) encounters non-compliance with the terms outlined in the CONTRACT on the part of the CONTRACTOR, or (b) is not satisfied, in its sole discretion, with the quality of CONTRACTOR'S work, the COUNTY will follow to make a reasonable attempt to assist CONTRACTOR with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, or reasonable efforts to provide such assistance, CONTRACTOR will be engaged in corrective action through a Corrective Actions and/or Performance Improvement Plan, as outlined in Contract Guidance Manual. Failure to meet the corrective actions can result in early contract termination, as outlined in Contract Guidance Manual.

Contract Close out:

Final payment is contingent upon the CONTRACTOR'S ability to provide the COUNTY with all invoices and work product including; plans, narrative reports, and data reports, to release the final payment for services within sixty (60) calendar days of contract completion or termination.

The COUNTY shall have no further obligation to pay CONTRACTOR if any invoices or reports are past due for the sixty (60) day period following the contract term end date.

Early Termination:

The COUNTY may terminate the contract prior to the end of the term if satisfactory compliance is not reached after reasonable efforts have been made to restore compliance, as outlined in Contract Guidance Manual. In the case of such termination, CONTRACTOR is required to immediately repay the full amount of any funds which CONTRACTOR did not spend as of the date of the notice of termination. CONTRACTOR must submit a final invoice and all reports to a satisfactory level within sixty (60) days of termination to receive payment for any services up until the day of termination. The COUNTY shall have no further obligation to pay CONTRACTOR if any invoices or reports are past due for the sixty (60) day period following termination.

Termination for Default:

If 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, COUNTY may, by depositing written notice to CONTRACTOR in the U.S. mail, terminate the CONTRACT, and at COUNTY's option, obtain performance of the work elsewhere. If the CONTRACT is terminated for default, CONTRACTOR shall not 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 COUNTY resulting from such default(s) shall be deducted from any money due or coming due to CONTRACTOR. CONTRACTOR shall bear any extra expenses incurred by COUNTY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by 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 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.

Termination for Public Convenience:

COUNTY may terminate this CONTRACT in whole or in part whenever COUNTY determines, in its sole discretion, that such termination is in the interests of COUNTY. Whenever the CONTRACT is terminated in accordance with this paragraph, CONTRACTOR shall be entitled to payment for actual work performed in compliance with Exhibit A-SCOPE OF SERVICES. 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 COUNTY at any time during the term, whether for default or convenience, shall not constitute breach of CONTRACT by COUNTY.

Termination for Reduced Funding:

COUNTY may terminate this CONTRACT in whole or in part should COUNTY determine, in its sole discretion, that such termination is necessary due to a decrease in available project funding including State and/or Federal grants. Whenever the CONTRACT is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed in compliance with Exhibit A Scope-of-Services and Exhibit B Compensation.

Disputes:

1. Differences between the CONTRACTOR and COUNTY, arising under and by virtue of the AGREEMENT shall be brought to the attention of COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. For objections that are not made in the manner specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
2. 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 Administrative Officer of COUNTY, or (2) the happening of any event or occurrence, unless the CONTRACTOR has given COUNTY a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by 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.
3. The CONTRACTOR shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by COUNTY, the CONTRACTOR has given 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 any supporting documents evidencing the amount or the extension of time claimed to be due.

Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this CONTRACT or otherwise, including issues of specific performance, shall be determined by arbitration in Shelton, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this CONTRACT. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this CONTRACT shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this CONTRACT shall be brought within six (6) years after the initial occurrence giving rise to the claim, dispute or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute or issue was continuing in nature. Claims, disputes or issues arising more than six (6) years prior to a written request or demand for arbitration issued under this Agreement are not subject to arbitration.

Change in Personnel

The success of the approved program is largely contingent on the approved staffing identified in the application and/or related to the final award amount and related services. Should there be any material change in job description, level of authority, or employment status of program staffing (or projected staff start dates for new programs) during the term of the CONTRACT, the COUNTY requires that the CONTRACTOR notify the COUNTY in writing within 15 days of the change and includes a staffing plan to minimize any disruption in services. CONTRACTOR will provide updates if there are any changes to the staffing plan or hiring delays.

Labor Standards:

CONTRACTOR agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and/or the State of Washington.

Equipment Purchase, Maintenance, and Ownership

The CONTRACTOR agrees that any depreciable equipment purchased, in whole or part, with contract funds at a cost of \$1,000 per item or more, is upon its purchase the property of the COUNTY and will be used only for the program funded. The CONTRACTOR agrees to establish and maintain transaction documents (purchase requisitions, packing slips, invoices, receipts) and maintenance records of equipment purchased with Contract funds. The CONTRACTOR shall be responsible for any loss or damage to property of the COUNTY that results from the negligence of the contractor or that results from the failure on the part of the contractor to maintain and administer that property in accordance with sound management practices. In the case of Early Termination, the CONTRACTOR agrees that all such equipment will be returned to the COUNTY unless otherwise agreed upon in writing by the CONTRACTOR and the COUNTY.

Assignment and Subcontracting:

The performance of all activities contemplated by this CONTRACT shall be accomplished by CONTRACTOR. 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 COUNTY. If subcontracting approved, CONTRACTOR is responsible to COUNTY should the subcontractor fail to comply with any applicable term or condition of this contract. CONTRACTOR shall audit and monitor the activities of the subcontractor during the contract term to assure fiscal conditions and performance metrics are met. COUNTY will be included on any audit or monitoring activities and reports.

Conflict of Interest:

If at any time prior to commencement of, or during the term of this CONTRACT, CONTRACTOR or any of its employees involved in the performance of this CONTRACT shall have or develop an interest in the subject matter of this CONTRACT that is potentially in conflict with the COUNTY's interest, then CONTRACTOR shall immediately notify COUNTY of the same. The notification of COUNTY shall be made with sufficient specificity to enable COUNTY to make an informed judgment as to whether or not COUNTY's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, COUNTY may require CONTRACTOR to take reasonable steps to remove the conflict of interest. COUNTY may also terminate this CONTRACT according to the provisions herein for termination.

Non-Discrimination in Employment:

COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. CONTRACTOR shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which CONTRACTOR is governed by such laws, CONTRACTOR shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any sub-contractor, provided that the foregoing provision shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

Non-Discrimination in Client Services:

CONTRACTOR shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this CONTRACT; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this CONTRACT; or deny an individual or business an opportunity to participate in any program provided by this CONTRACT.

Waiver of Noncompetition:

CONTRACTOR irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting an application to or performing work or providing supplies to COUNTY, and CONTRACTOR further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid, quote or proposal to or from performing work or providing supplies to COUNTY.

Patent/Copyright Infringement:

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

- A. CONTRACTOR shall be notified promptly in writing by COUNTY of any notice of such claim.

B. CONTRACTOR shall have the right, hereunder, at its option and expense, to obtain for 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 COUNTY.

Confidentiality:

CONTRACTOR, its employees, sub-contractors, and their employees shall maintain the confidentiality of all information provided by COUNTY or acquired by CONTRACTOR in performance of this CONTRACT, except upon the prior written consent of COUNTY or an order entered by a court after having acquired jurisdiction over COUNTY. CONTRACTOR shall immediately give to COUNTY notice of any judicial proceeding seeking disclosure of such information. CONTRACTOR shall indemnify and hold harmless 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.

Right to Review:

This CONTRACT is subject to review by any Federal, State or COUNTY auditor. 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 Administrative Officer or by COUNTY's Auditor's Office. 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 COUNTY deems pertinent to the CONTRACT and its performance, and any and all communications with or evaluations by service recipients under this CONTRACT. CONTRACTOR shall preserve and maintain all financial records and records relating to the performance of work under this CONTRACT for six (6) years after CONTRACT termination, and shall make them available for such review, within Mason County, State of Washington, upon request. CONTRACTOR also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this CONTRACT. If no advance notice is given to CONTRACTOR, then CONTRACTOR agrees to notify the Administrative Officer as soon as it is practical.

Insurance Requirements:

At a minimum, CONTRACTOR shall provide insurance that meets or exceeds the requirements detailed in "Exhibit B-Insurance Requirements."

Insurance as a Condition of Payment:

Payments due to CONTRACTOR under this CONTRACT are expressly conditioned upon the CONTRACTOR's strict compliance with all insurance requirements under this CONTRACT. Payment to CONTRACTOR shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

Industrial Insurance Waiver:

With respect to the performance of this CONTRACT and as to claims against COUNTY, its officers, agents and employees, 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 CONTRACTOR. This waiver is mutually negotiated by the parties to this CONTRACT.

CONTRACTOR Commitments, Warranties and Representations:

Any written commitment received from CONTRACTOR concerning this CONTRACT shall be binding upon CONTRACTOR, unless otherwise specifically provided herein with reference to this paragraph. Failure of CONTRACTOR to fulfill such a commitment shall render CONTRACTOR liable for damages to 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, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

Defense and Indemnity Contract:

Indemnification by CONTRACTOR. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting there from) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon CONTRACTOR's or its subcontractors' use of, presence upon or proximity to the property of COUNTY. This indemnification obligation of CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this CONTRACT, are reflected in CONTRACTOR's compensation, and have been mutually negotiated by the parties.

Participation by County – No Waiver. COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under this CONTRACT.

Survival of CONTRACTOR's Indemnity Obligations. CONTRACTOR agrees all CONTRACTOR'S indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.

Indemnity by Subcontractors. In the event the CONTRACTOR enters into subcontracts to the extent allowed under this CONTRACT, CONTRACTOR's subcontractors shall indemnify COUNTY on a basis equal to or exceeding CONTRACTOR's indemnity obligations to COUNTY.

Compliance with Applicable Laws, Rules and Regulations:

This CONTRACT shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, political subdivisions of the State of Washington and Mason County. CONTRACTOR also agrees to comply with applicable Federal, State, County or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

Conflict of Interest

Notwithstanding, any determination by the Executive Ethics Board or other tribunal, the COUNTY may, in its sole discretion, by written notice to CONTRACTOR terminate this contract if it is found after due notice and examination by the COUNTY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW or any similar statute involving CONTRACTOR, or any activities performed pursuant to the contract.

Unilateral Contract Changes

The CONTRACTOR acknowledges that the COUNTY may correct typographical errors, numbering errors or other minor grammar or punctuation error without the need to amend the agreement. The CONTRACTOR shall be notified when any correction take place and will be provided with a corrected copy of the contract.

Contract Monitoring and Program Review

CONTRACTOR will permit Mason County staff to visit CONTRACTOR'S premises and review CONTRACTOR'S activities with respect to the program, and will permit the COUNTY at its own expense, to conduct an independent financial and/or programmatic audit of the expenditures related to this contract.

Administration Contract:

COUNTY hereby appoints, and CONTRACTOR hereby accepts, the Mason County's Community Services Director and his or her designee, as COUNTY's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this CONTRACT, including COUNTY's right to receive and act on all reports and documents, and any auditing performed by the COUNTY related to this CONTRACT.

The Administrative Officer for purposes of this CONTRACT is:

Lydia Buchheit, Community and Family Health & Human Services Manager
Mason County Community Services
415 N. 6th Street
Phone: 360-427-9670 Ext. 404
Fax: 360-427-7787
E-mail: LydiaB@co.mason.wa.us

Financial Contact:

Casey Bingham, Finance Manager
Mason County Public Health and Human Services
415 N. 6th Street
Phone: 360-427-9670 Ext. 562
Fax: 360-427-7787
E-mail: caseyb@co.mason.wa.us

Notice:

Except as set forth elsewhere in the CONTRACT, for all purposes under this CONTRACT except service of process, notice shall be given by CONTRACTOR to COUNTY's Administrative Officer under this CONTRACT. Notices and other communication may be conducted via e-mail, U.S. mail, fax, hand-delivery or other generally accepted manner including delivery services.

Modifications:

Either party may request changes in the CONTRACT. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this CONTRACT, the venue of such action of litigation shall be in the courts of the State of Washington and Mason County. Unless otherwise specified herein, this CONTRACT shall be governed by the laws of Mason County and the State of Washington.

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.

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. The failure of COUNTY to insist upon strict performance of any of the covenants of this CONTRACT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or contracts, but the same shall be and remain in full force and effect.

Order of Precedence:

- A. Applicable federal, state and county statutes, WAC's, RCW's, regulations, policies, procedures, federal Office of Management and Budget (OMB) circulars and federal and state executive orders.
- B. Special Conditions
- C. General Terms & Conditions
- D. Exhibit B Insurance Requirements
- E. Exhibits A, C

Entire Contract:

This written CONTRACT, comprised of the writings signed or otherwise identified and attached hereto, represents the entire CONTRACT between the parties and supersedes any prior oral statements, discussions or understandings between the parties.