	REQUEST FOR PROPOSALS 2024-031	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	SOLICITATION FACE SHEET	

SOLICITATION TITLE

Moderate Risk Waste Transportation and Management Services

MATERIALS/SERVICES REQUESTED

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking proposals to Moderate Risk Waste Transportation and Management Services at the South Kitsap Household Hazardous Waste Collection Facility, the North Kitsap HHW Collection Facility (opening 2025), and for Mobile Collection Event Services.

CALENDAR OF EVENTS

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

Event	Completion Date and Time
Issuance of Solicitation	Wednesday, August 28, 2024
Optional Site Visit by Appointment Only	Thursday, September 5, 2024 -or- Friday, September 6, 2024
Written Questions Due	Wednesday, September 11, 2024 at 2:00 p.m.
Addendum Issued	Monday, September 16, 2024
Submission Deadline	Thursday, September 26, 2024 at 2:00 p.m.
Contract Executed	December 2024
Estimated Start Date	January 1, 2025

COMMUNICATION CONCERNING THIS SOLICITATION

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

- Email: purchasing@kitsap.gov (*communication only; emailed offers will not be considered*)
- Website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>
- Phone: (360) 337-4789

OFFER SUBMISSION

Offerors must submit one **(1) electronic copy** (flash/thumb drive) and **three (3) paper copies** of their offer. (*Postmarked, facsimile, or emailed offers will not be considered*)

<u>Mailing Address for USPS delivery:</u> Glen McNeill, Purchasing Agent Kitsap County Purchasing Office 614 Division Street, MS-7 Port Orchard, WA 98366	OR	<u>Physical Address for courier or hand delivery:</u> Glen McNeill, Purchasing Agent Kitsap County Administration Building Purchasing Office – Fourth Floor 619 Division Street, Port Orchard, WA 98366
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OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION


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1. OPTIONAL SITE VISIT. An optional site visit of the South Kitsap Household Hazardous Waste (HHW) Collection Facility will be held **by Appointment Only** on **Thursday, September 5, 2024**, or **Friday, September 6, 2024** between **8:00 A.M. and 10:00 A.M.** Request for an optional site visit appointment must be submitted in writing via email to Rick Gilbert, Moderate Risk Waste Program Analyst, at rgilbert@kitsap.gov by **2:00 p.m. Wednesday, September 4, 2024**. Any requests for reasonable accommodations for attendance to the optional site visit should be included in the offeror's request to allow time to make appropriate arrangements.


The South Kitsap HHW Collection Facility is located at 5551 SW Imperial Way, Bremerton, Washington 98312. A maximum of two (2) representatives from each offeror team are authorized to attend the site visit. Photographs are allowed during the site visit. Personal protective equipment (PPE), including safety vests and closed-toe shoes, must be worn by all attendees. Those attending should provide their own PPE for the site visit.

The purpose of this site visit is to familiarize offerors with the environment in which the services under this solicitation will be provided. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy must be submitted in writing via email to the Purchasing Agent. *Oral statements or instructions will not constitute an amendment to this solicitation.*


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

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


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

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4. **ACKNOWLEDGMENT.** The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offers may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one (1) electronic copy (flash/thumb drive)** and **three (3) paper copies** of their offer with their submittal.
5. **ACCEPTABLE FORMATS.** Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the Purchasing Agent.
6. **ELECTRONIC DOCUMENTS.** The solicitation is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.
7. **SUBMISSION.** Offers must be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope/package provided by the offeror and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope/package. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the offer. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County. **Postmarked, facsimile, or emailed offers will not be considered.**
8. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION.** Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Offerors are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, offerors are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).
9. **QUESTIONS, COMMUNICATIONS.** Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent. Questions to or communications with other Kitsap County staff may disqualify offerors from the evaluation process. Written questions will be accepted until the date and time identified on the solicitation face sheet. All correspondence related to this solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Agent regarding any inadequacy, omission, or conflict prior to submitting and offer. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the offeror to assure that they received responses to questions if any are issued. *All oral communications are unofficial and nonbinding on the County.*


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10. ADDENDA, APPENDICES. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the offeror’s responsibility to check for addenda and appendices. Offerors shall acknowledge receipt of all addenda on the Acknowledge Form (Appendix A) and complete and submit all solicitation appendices with the offer. Offers that do not comply with this section may be rejected as non-responsive.
11. EXAMINATION OF SOLICITATION AND SITE. By submitting an offer, the offeror certifies they have considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; that they have carefully read and understood the solicitation package, conditions, and technical requirements; and that they have full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
12. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
13. PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the offeror’s own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
14. PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
15. OFFER ACCEPTANCE PERIOD. Offers must remain open and valid, and may not be redrawn or amended, for at least **120 calendar days** following the offer due date and time. The County may request an extension of the offer acceptance period.
16. COUNTY RIGHT TO WITHDRAW OR AMEND. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control.
17. DELAYS. The County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation fact sheet if it is advantageous to the County to do so.
18. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES.
 - All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5)


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cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

- Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the offer may be rejected as a non-responsive counteroffer. Certain irregularities in an offer may be waived if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.
19. **NON-RESPONSIVE OFFERS.** The County may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.
 20. **ACCEPTANCE IS NOT BINDING.** Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.
 21. **OFFEROR WITHDRAWAL OF OFFER.** Offerors may modify or withdraw a submitted offer prior to the offer due date and time. A request to modify or withdraw an offer must be in writing, signed by an authorized representative of the offeror, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted prior to the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the due date and time.
 22. **EXCEPTIONS AND ASSUMPTIONS.** Offers in strict compliance with the solicitation are desired. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption Form (Appendix B). If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumptions shall mean offeror meets all solicitation requirements in every respect and will execute the contract as shown.
 23. **SERIAL NUMBERS.** Offers which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
 24. **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
 25. **SPECIFICATIONS.** The apparent silence of the specification in the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.


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26. DESCRIPTIVE LITERATURE. All offers shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
27. FIRM PRICING. Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
28. NON-EXCLUSIVE CONTRACT. The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
29. CONFLICT OF INTEREST. Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
30. APPLICABLE LAWS. Interested parties are advised that all contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
31. LICENSES AND CERTIFICATIONS. Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.
32. PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers and other records submitted to the County in response to this solicitation become the property of the County and subject to inspection and copying under the Public Records Act (Act), Chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be proprietary or confidential under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt and shall conspicuously mark each page with "Confidential" and citation to the claimed PRA exemption. If the County receives a request under the Act to inspect or copy the page(s) that has been identified by the offeror as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. If no pages have been identified by the offeror as exempt, the County is under no obligation to notify the offeror of the request. The County will not assert any exemption on behalf of the offer, nor will the County be liable to the offeror for releasing records that have been marked by the offeror as exempt.
33. INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.
34. GRATUITIES AND KICKBACKS. By signing the Acknowledgment Form (Appendix A), the offeror certifies that neither the offeror nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.

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35. **NOTICE.** Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
36. **DISCUSSIONS.** The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
37. **INTERVIEWS.** The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
38. **NEGOTIATIONS.** Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked offeror, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
39. **REFERENCE CHECKS.** The County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County scoring zero for the reference component in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.
40. **PERSONNEL.** It is essential the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
41. **PROTESTS.** Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed with the Purchasing Agent within five (5) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. To be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include:
 - The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror.
 - The signature of the protester or its representative.
 - The solicitation number and title under which the protest is submitted.
 - A detailed statement of the legal or factual grounds of the protest including any supporting documentation.
 - The specific ruling or relief requested.

END OF INSTRUCTIONS TO OFFERORS

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	SCOPE OF WORK	

SECTION 1. PROJECT DESCRIPTION

Kitsap County Department of Public Works Solid Waste Division (the County) is requesting proposals from qualified vendors for Transportation and Management Services of Moderate Risk Waste from the South Kitsap Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington and the North Kitsap Household Hazardous Waste Collection Facility, located at 23300 Arness Creek Road NE, Poulsbo, Washington, (the Facilities), and for Mobile Collection Event Services at various Kitsap County locations, as determined and requested by the County.

Vendors may submit proposals for one or more services, singly or in combination. The County may award one or more component(s) to a qualified vendor and reserves the right to award contract(s) in the best interest of the County’s ratepayers. In the event services are awarded to more than one vendor and the County chooses to terminate or not renew a contract with either vendor, the County reserves the right to consider expanding the scope of any contract awarded under this solicitation to include all work advertised in this Request for Proposals (RFP), subject to the terms and restrictions in the RFP and the Contractor’s proposal.

SECTION 2. GENERAL INFORMATION

Kitsap County, in implementing the “Kitsap County Solid and Hazardous Waste Management Plan” (SHWMP) (May 2018; update in process), operates a permanent Household Hazardous Waste Collection Facility in south Kitsap County for the collection and proper management of Household Hazardous Wastes (HHW) and Small Quantity Generator (SQG) hazardous wastes. The SHWMP is available on the Kitsap County website at: https://www.kitsapgov.com/pw/Documents/2018_SHWMP_Web.pdf. Both waste streams are co-managed as moderate risk waste (MRW) in accordance with the Washington State Department of Ecology (Ecology) regulation Chapter 173-303 Washington Administrative Code (WAC) and applicable policies.


The South Kitsap HHW Collection Facility serves a residential population of approximately 277,000 and is open for operation Thursday-Saturday. Historically, to service more residents in the north Kitsap County, periodic one-time, off-site Mobile Collection Event(s) were offered to collect limited HHW items. In addition, the South Kitsap HHW Collection Facility collects HHW items from residents of Mason and Jefferson Counties under Interlocal Agreements.

A new Moderate Risk Waste facility is scheduled to open in north Kitsap County in 2025, tentatively in the summer. This facility is located at 23300 Arness Creek Road NE, Poulsbo, Washington and is scheduled to operate Tuesday, Wednesday, and Saturday. The North Kitsap HHW Collection Facility will collect the same waste streams as the existing South Kitsap facility and will also collect HHW items from residents of Mason and Jefferson Counties. The County reserves the right, however, to collect more or fewer waste streams at either facility during the terms of the awarded contract(s).

The Facilities are staffed and operated by County HHW personnel and regulated under Solid Waste Handling Permits from the Kitsap Public Health District (KPHD) and Ecology under the permitting standards of WAC 173-350-360. County HHW personnel perform the collection, segregation, consolidation, packing, and labeling of HHW and SQG wastes received at the Facilities. Wastes are classified and packed in accordance with Department of Transportation (DOT) specifications. A qualitative system is used to identify hazard classes of unmarked or unknown chemicals, i.e. using simple dip and read methods such as pH, and potassium iodide starch for oxidizers.

SECTION 3. CONTRACT TERM

Any and all services awarded through this solicitation shall commence on January 1, 2025 for a period of one (1) year with a maximum of four (4) renewal options.

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	SCOPE OF WORK	

SECTION 4. SCOPE OF WORK (SOW)

The table below shows approximate weight totals for the most common waste streams processed at the South Kitsap HHW Collection Facility in 2023. This is NOT an all-inclusive list of waste streams that could be received at the Facilities during the contract term for the services described below. The awarded Contractor(s) will be expected to provide the requested services for any waste stream that arrives at the Facilities, with the exception of waste streams managed under other contracts or agreements.

* *Volumes are expected to increase once the North Kitsap HHW facility opens to the public. It is anticipated that the South Kitsap HHW facility's volumes will experience a decrease, as residents in northern Kitsap County use the new facility. Overall, volumes may increase 20-50%.*


**2023 Approximate Pounds of Processed Waste at the
South Kitsap HHW Collection Facility (list not all-inclusive)**

Waste Stream	Weight	Waste Stream	Weight
Acids	11,262	Organic Peroxide	33
Bases and Hypochlorites	22,529	Oxidizers	697
Batteries – Household Dry Cell (alkaline/carbon)	49,545	PaintCare – Latex	296,000
Batteries – Nicad/NIMH/Lithium (Non-RBRC)	332	PaintCare - Oil Based	32,000
Flammable Aerosols (paints and pesticides)	18,106	Paint / Paint-Related Materials – Oil Based (non PaintCare)	103,279
Flammable Liquids	125,576	PCB Containing Light Ballasts	0
Flammable Solids	449	Pesticide/Poison Liquid	38,550
Mercury Debris, Thermometers, Thermostats, Switches	25	Pesticide/Poison Solids	9,657
Non-RCRA Waste – Liquids	2,303	Reactives	25
Total Approximate Weight (Lbs.)			710,368

4.1 Fixed Facility Services

The awarded Contractor(s) responsibilities will include:

- Reviewing shipping papers and loading and delivery of MRW from the Facilities to a permitted hazardous waste Treatment, Storage, and Disposal Facility (TSDF). The TSDF(s) are to be specified by the Proposer as part of this proposal. Contractor shall provide a vehicle suitable to pick up the quantity of waste at the prescribed time and date. Contractor shall also furnish necessary material handling equipment, such as cargo straps, pallet jack, and drum dolly. Flexibility in scheduling pick up days and times is preferred.
- Providing a point of contact that shall be available to the County by telephone during normal business hours 8:00 A.M. to 3:00 P.M. Pacific Standard Time, Monday through Friday for general contract services. For emergencies, a point of contact shall be available to the County by phone on a 24-hour basis.


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- Properly managing all MRW in accordance with all applicable local, state and federal laws, regulations, and ordinances. All final disposal facilities shall be hazardous waste recycling facilities registered by EPA or state regulatory authorities, fully permitted hazardous waste TSDFs or RCRA Subtitle C landfills, or Subtitle D landfills with appropriate treatment.
- For all TSCA-regulated PCB-containing waste, complying with all reporting, manifesting, transportation and other requirements in state and federal regulations addressing PCB-containing materials.
- Supplying a 24-hour emergency response number on shipping papers in accordance with 49 CFR § 172.600-606.
- Keeping accurate and timely service documentation, including copies of manifests, TSDf records, and certificates of final disposal. Original signed copy of manifests must be received by the County within forty-five (45) days of date manifest shipped. Certificates of final disposition must be received by the County within six (6) months of the date the manifest shipped.
- Providing reference materials to assist the County in the classification, sorting, packing, and labeling of collected wastes.
- Providing periodic recommendations and guidance on alternative waste management techniques and options.
- Providing a comprehensive list of supplies that can be delivered, with prices included. This list would include items not found in the attached supply list.
- Participating in the statewide paint stewardship collection service, as codified in Revised Code of Washington (RCW) 70.375. This may include dedicated pickups for program-covered paints, with transportation, recycling, and disposal provided free of charge to the County. Qualified bidders will be expected to enter and maintain contractual agreements with the applicable stewardship organization. *If the awarded Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the awarded Scope of Work.*

4.2 Other Services as Required

The awarded Contractor(s) responsibilities could include the following services when required, on request by the County. Please include information on as many of the following services your company provides:

- Assistance in identifying and classifying unknown wastes received at the Facilities. This service may be necessary when the County has a surplus of wastes requiring identification, or when a waste cannot be identified by methods available to the County.
- Assistance in packing wastes received at the Facilities. This service may be necessary when the County has a surplus of wastes requiring packing. This may include work on weekends or after-hours.
- Responding to requests to handle special wastes. The Contractor shall respond and assist within thirty (30) days. The County may seek service for such wastes from another vendor if the Contractor fails to respond and assist within this timeframe.

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- Supplies, such as pre-printed manifests for shipment, waste identification markings, and replacement packaging materials such as 55-gallon drums, overpacks, etc. Assistance with the preparation of the manifest and printing the final manifest and new shipping markings as needed.

4.3 Optional Services

The awarded Contractor(s) responsibilities could include the following optional services, on request by the County. Please include information on as many of the following services your company provides:

4.3.1 Mobile Collection Events

- Management of one-time, off-site Mobile Collection Event(s) (the Event), which may include the following site preparation, set-up, staffing and same-day removal and transportation of waste:
 - Delivery and set up of appropriate tarps, plastic sheeting, tents, containers, and other items before the Event.
 - Working with the County to identify items collected and not collected during the Event.
 - Full operational duties during the Event, including routing vehicles inside the collection/unload area, unloading vehicles, and sorting and packing waste in accordance with in-house specifications and DOT hazardous waste regulations.
 - Loading of packaged waste into placarded Contractor-supplies vehicle(s) and removing off-site the same day.
 - Cleanup of collection site to the same condition as prior to the Event.
- The frequency and location of the Event shall be determined by the County. Scheduling of the Event shall be determined by the Contract Representatives for both parties.
- Reviewing shipping papers, ensuring delivery of MRW from Event to appropriate permitted facilities. The Contractor shall provide a vehicle suitable to pick up the quantity of waste at the prescribed time and date of the Event.
- Providing a point of contact that shall be available to the County by telephone during normal business hours 8:00 A.M. to 3:00 P.M. Pacific Standard Time, Monday through Friday for general contract services.
- Properly managing all MRW in accordance with all applicable local, state and federal laws, regulations, and ordinances. All final disposal facilities shall be hazardous waste recycling facilities registered by EPA or state regulatory authorities, fully permitted hazardous waste TSDFs, or RCRA Subtitle C landfills, or Subtitle D landfills with appropriate treatment.
- For all TSCA-regulated PCB-containing waste, complying with all reporting, manifesting, transporting and other requirements in state and federal regulations addressing PCB-containing materials.
- Supplying a 24-hour emergency response number on shipping papers in accordance with 49 CFR § 172.600-606.

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- Keeping accurate and timely service documentation, including copies of manifests, TSDf records, and certificates of final disposal. Original signed copy of manifests must be received by the County within forty-five (45) days of date manifest shipped. Certificates of final disposition must be received by the County within six (6) months of the date the manifest shipped.
- Accepting paint that falls under a statewide paint stewardship program, as codified in RCW 70.375. These paints would be collected and recycled/disposed of at no cost to the County. Qualified bidders will be expected to enter and maintain contractual agreements with the applicable stewardship organization. *If the awarded Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the awarded Scope of Work.*

4.3.2 Other Optional Services


- Assistance with training of County personnel in the areas of packing, labeling, and shipping requirements and procedures for MRW; identification of wastes; health and safety issues; and hazardous waste regulations. This could include "HAZWOPER" refresher training and DOT refresher training.
- Assistance with site plan, policies, or operational procedure development.

SECTION 5. PROPOSER QUALIFICATIONS

In addition to the Required Proposal Elements described in Section 6 below, proposers must also meet the following qualifications:

- Qualifying proposers must be currently providing hazardous waste transportation, treatment, storage and disposal services.
- Proposers must have three (3) years of demonstrated experience or more in the co-management of HHW and SQG, in the packing, transportation and disposal, treatment, or recycling of HHW, in the classification of unknown wastes and the packing, transportation and disposal, treatment, or recycling of such wastes, and must list qualifications and certifications pertaining to the training areas listed in the Scope of Work.
- Proposers will be expected to enter and maintain contractual agreements with the stewardship organization managing covered products in the statewide paint stewardship program, as codified in RCW 70.375. *If the awarded Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the awarded Scope of Work.*

END OF SCOPE OF WORK


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	REQUIRED PROPOSAL ELEMENTS	

SECTION 6. REQUIRED PROPOSAL ELEMENTS

Submitted proposals must include the following information:

6.1 General Information

- Letter of Interest containing pertinent contact information.
- Acknowledgment Form (Appendix A)
- Exceptions and Assumptions Form (Appendix B)
- Statement of Qualifications showing the Proposer’s qualifications to perform the Scope of Work. Thorough discussion is encouraged. Information provided should also include:
 - A description of the Proposer’s company, including general expertise and experience, size, facility and service locations.
 - A description of the services currently provided by the Proposer, such as disposal, recycling, analytical, transportation, lab-packing, remediation, emergency response, etc., including how the company is organized to provide these services, and list the qualifications and certifications pertaining to the training areas listed in the Scope of Work.
- A list of all relevant local, state and federal permits, licenses and other authorization(s) issued for provision of the services to be rendered under this proposal, including applicable business license(s).
- A copy of the company’s Table of Contents for its Health and Safety and Emergency Spill Response Plans.
- Documentation verifying the Proposer has a Security Plan in place.
- A description of the Proposer’s invoicing and documentation procedures to be used upon award.
- A description of the opportunities and the procedures for technical assistance and communication between the Proposer and the County HHW personnel under this proposal.
- Completed Form A, Proposer Questionnaire (Appendix C).
- Completed Form B: Orders, Notices, or Citations (Appendix C) showing any citations, violations, administrative orders, judgments, or other enforcement actions brought against the Proposer, any TSDf, including final disposal facilities, subcontractor or other agency intended to be used in connection with this proposal, within the past five (5) years regarding improper operational, safety or environmental activity, including corrective actions taken. Failure to provide accurate information under this provision will result in rejection of the proposal. Furthermore, failure to provide accurate information under this provision may be considered a breach of contract by Proposer if such failure is discovered after the contract is awarded.
- Completed Form C: Current Company HHW / MRW Public Agency Contracts (Appendix C), providing a list of **ALL** current HHW or MRW public agency customers in Washington and Oregon who are under contract with the Proposer to receive services similar to those described in the Scope of Work, including contact information for each. If the Proposer holds only a few or no HHW or MRW contracts in Washington or Oregon, contracts from other areas may be included. Please note: Kitsap County may contact any or all contacts on this list to discuss current Proposer performance.


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- Completed Form D: Company History (Appendix C), providing a brief summary of the Proposer's company history.
- Completed Form E: Company Financial Status (Appendix C), providing information on the Proposer's current company financial status, including the Proposer's three (3) most recent, audited annual financial statements.
- Completed Form F: Contract Manager and Contract Representative(s) (Appendix C), providing the name(s) and brief resume(s) of the proposed person(s) who would manage this program upon award.
- Copy of the Proposer's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix E, Draft Contract
- Any additional information the Proposer feels address the selection criteria.

6.2 Program Costs

Provide detailed cost information for the proposed services as described in Section 4, Scope of Work. Detailed cost information should include the following:

- Completed Table A: Waste Price List (Appendix D), showing the total proposed cost for the proper management of each waste item:
 - Table A shows the DOT class, if applicable, as well as the preferred packing method, preferred management method and estimated annual quantity for each waste item collected and managed at the Facilities or at the Mobile Collection Events. Proposers should submit a proposed unit price and total proposed cost for each waste item.
 - Transportation costs must be factored into the price of each waste item.
 - Proposers may propose an alternative management option for a waste item. These may include, but are not limited to recycling treatments, fuels blending, landfill, re-use, incineration, etc. Proposals which include the preferred management method shown or proposals which show a large variety of options for each waste stream will be given preference.
 - If the Proposer would like to propose more than one alternative management method for a waste item, add the proposed alternative management method as a new entry at the end of Table A.
 - If the Proposer would like to propose an alternative packing method for a waste item, add the proposed alternative packing method as a new entry at the end of Table A. Please be very specific as to what kind of packing method and container will be required for each item.
 - Table A includes waste streams expected to be collected and managed at the Facilities. If, in your experience, other waste streams may be present, add those waste streams as a new entry at the end of Table A, filling out each column for the new entry. It is recognized that other hazard classes and waste types exist and may be collected in the future.
 - Waste items collected under this RFP may cease if product stewardship initiatives divert material or if budget concerns prompt collection changes.


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- It will be assumed that Table A constitutes the entirety of waste management options the Proposer is offering through this proposal. Therefore, all waste management options must be shown in Table A, with all columns completed correctly. Waste item(s) not completely filled out will not be considered when evaluating the proposal.
- If a new waste stream arrives at the Facilities that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.
- Completed Table B: Supplies Price List (Appendix D), showing the total proposed cost for each waste management supply item:
 - Table B shows each supply item and the estimated annual quantity to properly transport each waste item collected and managed at the Facilities. Proposers should submit a proposed unit price and total proposed cost for each supply item.
 - Transportation costs must be factored into the price of each supply item.
- Completed Table C: Services Price List (Appendix D), showing the total proposed cost to provide each service item:
 - Table C shows each possible service the County may request. Proposers should submit a proposed cost for any and all available services. If a service is not available, please make a notation rather than leaving the entry blank.

6.3 Information Specific to the Scope of Work

Proposals should also include the following:

- Will this proposal require the use of specific types or brands of labels, containers, manifests, or other forms or equipment? If so, please explain.
- For Fixed Facility services, County HHW personnel supplies and operates a County-owned forklift to load containers on the Contractor's vehicle. The Contractor's driver is responsible for arranging and securing load once placed onto the vehicle. For Mobile Collection Events, the Contractor is responsible for supplying and operating the forklift to load containers on the Contractor's vehicle, or arranging for its availability and operation.
- Provide a copy of the manifesting, loading and unloading procedures your employees will use under this proposal. Provide a copy of the training program for these procedures (if already provided, please reference where this information can be found).
- Provide a copy of your company's driver training program, and your company's transportation and driver safety record (if already provided, please reference where this information can be found). If transportation is brokered, provide those companies' applicable driver training programs and driver safety records.
- Provide verification that any and all transporters and end-use facilities (TSDF's, for example), have security plans in place per 49 CFR § 172.800-820.


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- Provide a copy of the Emergency and Spill Procedures that would be used during loading, transportation or unloading (if already provided, please reference where this information can be found). Will your employees be able to respond to spills that occur at the Facilities while they are loading wastes?
- Completed Form G: Treatment Storage and Disposal Facilities (TSDF) / Proposed Disposal / Recycling Facilities (Appendix C), naming the TSDF(s) and interim/ temporary storage areas that would receive wastes from this proposal.
- Completed Form H: Proposed Transporters (Appendix C), showing a list of all transporters (including proposer-owned) that the Proposer may use in performance of the services specified in the Scope of Work.
- Describe the reference materials required by Section 4.1 Fixed Facility Services that your company would provide to the County HHW personnel if this proposal is accepted (DOT classification of common household products, DOT reference materials, etc.).
- Describe the employee training assistance your company can provide. Are you able to provide a trainer to conduct employee-training classes, such as HAZWOPER or DOT hazmat certification? If so, name the persons from your firm who would be providing these services and give a brief resume of their qualifications. If these services would be provided by a subcontractor, name the company your firm would subcontract with and give a brief summary of their qualifications.

6.4 “Optional Services” Information

- Describe how you will provide assistance in identifying and classifying unknown wastes received at the Facilities (Section 4.2). Address the following issues:
 - Will the assistance be on-call, or will it need to be arranged with a required amount of notice? If notice is required state amount of notice required (i.e. hours, days).
 - What method of analysis will you use? Will you provide your own materials and Personal Protection Equipment (PPE), or will you use those provided by the County at the Facilities?
 - Provide copies of your training program and procedures you will use for identifying unknown wastes (if already provided, please reference where this material can be found).
- Describe how you will provide assistance in packing wastes received at the Facilities (Section 4.2). Address the following issues:
 - Will the assistance be on-call, or will it need to be arranged with a required amount of notice? If notice is required, state amount of notice required (i.e. hours, days).
 - Provide copies of packing procedures and training programs your employees will use (if already provided, please reference where this material can be found).
- Will your employees be able to respond to spills that occur at the Facilities while they are identifying unknowns or assisting with packing? Provide a copy of Spill Response Procedures and training programs your employees would use in this situation.

END OF REQUIRED PROPOSAL ELEMENTS


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	SELECTION CRITERIA	

SECTION 7. SELECTION CRITERIA

All proposals will be reviewed according to the criteria provided below:

- | | | |
|----|---|-----------|
| 1. | <u>Qualifications</u>
Prior experience, technical expertise, management capability, and regulatory compliance history. Special attention will be given to flexibility of contract regarding technical assistance and program innovations that increase waste reduction or recycling efforts, and/or save the County ratepayers money. Preference will be given to proposers with HHW experience in the Northwest (WA and OR) and to those that offer the most comprehensive optional services. | 35 points |
| 2. | <u>Program costs</u>
Including, but not limited to waste shipping, treatment and disposal, onsite labor and consulting, off-site labor and consulting, supplies (e.g., replacement drums, waste shipping containers and labels), and mobilization and labor costs for remote collection events. Please note: Pricing for large volume waste streams will factor more heavily than small volume waste streams. | 35 points |
| 3. | <u>Treatment, disposal and/or recycling options offered.</u>
Proposals which include the preferred management method shown or proposals which include a large variety of options for each waste stream (i.e. recycle, treatment, disposal and reuse) will be given preference. Flexibility in packaging methods for waste streams will also be preferred. | 25 points |
| 4. | <u>Industry Performance.</u>
Feedback from customer(s) listed on Form C (Appendix C) relating to performance and experience. Kitsap County will contact current Proposer customer(s) at random and not via a specific list of references. | 5 points |

END OF SELECTION CRITERIA

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	CONTRACT TERMS AND CONDITIONS	

SECTION 8. CONTRACT TERMS AND CONDITIONS

If a contract is awarded through this procurement, the Contractor will be expected to execute a contract that substantially conforms to the Contract shown in Appendix E: Draft Contract, including the following:

8.1 Insurance


- Workers’ Compensation and Employer Liability. The Contractor will maintain workers’ compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1,000,000.
- Commercial General Liability. The Contractor will maintain commercial general liability coverage for personal injury, bodily injury, and property damage, subject to a limit of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- Automobile Liability. The Contractor will maintain automobile liability insurance as follows: The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$5,000,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$5,000,000. Coverage will include owned, hired and non-owned automobiles.
- Professional Liability Errors and Omissions. In the event that services delivered pursuant to the Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of \$1,000,000 per claim and in the aggregate.
- Pollution Liability to Include Transfer Facilities/Transportation Modes/Disposal Facilities. The Contractor shall carry pollution errors and omissions liability not less than \$5,000,000 each loss, \$5,000,000 aggregate.

8.2 Invoice

The Contractor will submit one (1) invoice to the County per month for payment of Goods and Services completed to date, unless otherwise agreed. Each invoice shall identify the Goods and Services provided, dates the services were provided, and any other information requested by the County.

Prior to the submittal of any invoice, the Contract Representatives shall meet, review and agree on a draft invoice for services performed by the Contractor under this Agreement for the preceding month by the fifteenth (15th) business day of the next month. Within five (5) business days, the Contractor shall provide to the County a reviewed and agreed invoice in a format acceptable to the County and accompanied by supporting documentation as required by the County for services performed by the Contractor in the preceding month.

If any amount is disputed in good faith, the County may withhold payment to the extent of the disputed amount but shall pay all undisputed amounts as set forth above for a complete and correct invoice. The disputed amount shall be resolved in accordance with Section 13. To the extent the dispute is resolved in favor of the Contract, the County will pay the Contractor the remaining amount that the Parties agree the Contractor is entitled. The Contractor shall continue to perform its obligations under this Agreement during

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any dispute resolution. Further, the Contractor shall not attempt to collect on the disputed amount or submit any disputed amount to any collection agency until either party determines that good faith negotiations have failed and judicial review is sought. Neither party shall be entitled to any interest on the disputed amount except as determined by a court of competent jurisdiction.

8.3 Price Adjustments


Services rendered under the awarded contract shall apply for a term of one (1) year, with up to four (4) renewals at the discretion of the County. Pricing shall be fixed and firm through the original contract term. Requests for price increases shall be considered only during each annual contract renewal period. The Contractor may submit a written request for a price increase to the County sixty (60) days in advance of the contract expiration date and, if accepted, the price increase shall take effect on the contract renewal date. The decision to accept any price increase will be at the sole discretion of the County.

Such requests shall demonstrate the following:

- Price request shall be no greater than the total of changes to the Consumer Price Index for Kitsap County or other pricing index appropriate to the particular product herein.
- Not produce a higher profit margin than that of the original contract.
- Clearly identify the items impacted by the increases.
- Be accompanied by documentation acceptable to the County sufficient to warrant the increase.
- Remain firm for a minimum of 365 days.
- The County will not be bound by prices contained in an invoice higher than those in the Contract, unless the County has accepted the higher price and a Contract Amendment has been executed. Invoices may be rejected and returned to the Contractor for correction.

8.4 Other Terms and Conditions

- Upon award of the contract, the County will not recognize charges above or different than those specified in the proposal.
- All work must be performed in accordance with applicable federal, state and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations. The Contractor shall notify the County in writing within five (5) business days of any change in the Contractor's or any subcontractor's Environmental or Safety Law permit, license or compliance status, including but not limited to any citation, notice of violation, administrative order, court order, judgment or other enforcement action by any regulatory entity or agency involving the Contractor or a subcontractor for violation of any Environmental or Safety Law. The Contractor is solely responsible for compliance. Nothing in the Contract, including the County's receipt, review, acceptance or approval of the Contractor's and subcontractor's permits, licenses, governmental approval or authorizations, insurance documentation, safety plans, other plans or other regulatory or compliance information, shall be construed to waive any rights of the County, nor shall the Contractor be relieved of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.


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	CONTRACT TERMS AND CONDITIONS	

- The Contractor must agree at such time and in such form as the County may require, to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Contract. The Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.
- The Contractor shall report to the County any spills or accidents including during transport within five (5) business days.
- The Contractor shall possess any regulatory licenses and/or permits required to fulfill the Contractor's obligations at no additional expense to the County.
- If the Contract Representative changes during the Contract, the Contractor shall verbally notify the County within twenty-four (24) hours and follow up in writing within five (5) business days of the date of change.
- The Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. Should the new owner not provide the services contracted for under this Contract, the Contractor shall notify the County in writing as soon as possible, and in no event late than three (3) business days after change in ownership.
- The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor's and the Contractor's subcontractors upon request and reasonable notice during the terms of the contract and any renewal.
- The State of Washington shall be named as an express third-party beneficiary in final contract language. No other parties shall be named as third-party beneficiaries.
- The Contractor will be encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated pursuant to execution of the contract.

The Contractor is encouraged to take the following actions, when possible, in any procurement initiated after the effective date of the Contract:

- a. Include qualified minority and women-owned businesses on solicitation lists whenever they are potential sources of good or services.
- b. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women-owned businesses.
- c. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women-owned businesses.
- d. Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.

END OF CONTRACT TERMS AND CONDITIONS

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	APPENDIX A ACKNOWLEDGMENT FORM	

All information requested below must be provided. Failure to properly complete, sign and return this Acknowledgment Form may cause the offer to be rejected.

1. Primary Contact Person Information for Offeror

Name: _____ Title: _____

Legal Name of Offeror: _____

Telephone No.: _____ Alternate No.: _____

Email Address: _____

2. Company Information *(Provide complete legal name and address of place of business)*

Name of President / CEO: _____

Legal Name of Company: _____

Trade Name of Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Website: _____

Type of Entity / Organizational Structure (check one):

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

State of Incorporation: _____

Date of Incorporation: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____


State Industrial Account Identification Number: _____

Name and Address of Resident Agent: _____

3. Did an outside individual/agency assist with the offer preparation?

Yes No If yes, please describe: _____

4. Identify your primary business: _____

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	APPENDIX A ACKNOWLEDGMENT FORM	


5. Receipt of Addenda. Offeror acknowledges receipt of the following addenda if any.
- Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
6. Offeror agrees that the offer shall remain valid for not less than **120 calendar days** from the offer due date and may not be withdrawn or modified during that time.
7. Offeror by submitting this Acknowledgment Form, certifies the following:
- a. Offeror has considered all applicable federal, state, and local laws, ordinances, rules, regulations applicable to the goods and/or services to be provided under this solicitation.
 - b. Offeror has fully read this solicitation, all attachments, contract terms and conditions, and addenda, and understands the contents of the solicitation and has full knowledge of the scope, nature, requirements, and specifications and agrees to meet or exceed the same.
 - c. Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents or the goods and/or services to be provided under this solicitation and will comply with the minimum insurance requirements.
 - d. Offeror has submitted this offer without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, goods, and/or services and is in all respects fair and without collusion or fraud. Offeror understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
 - e. The cost offer submitted by the offeror reflects the total costs for all goods and/or services to be provided to the County in compliance with the solicitation. No additional fees or charges will be incurred by the County other than as identified in the offer.
8. The undersigned certifies that he/she is an authorized representative of the Offeror identified above, is authorized to submit this offer on behalf of that Offeror, agrees to furnish the goods and/or services in accordance with the solicitation requirements, that the information provided in the offer is true, accurate and complete; and that he/she has the legal authority to commit the Offeror to a contractual agreement and intends to be bound by the offer and terms of the solicitation.

Acknowledged and Agreed:

Signature of Authorized Representative Name of Authorized Representative (Print)

Date Title

END OF APPENDIX A, ACKNOWLEDGEMENT FORM

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	APPENDIX B EXCEPTIONS AND ASSUMPTIONS FORM	

OFFEROR'S BUSINESS NAME _____

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

OFFEROR EXCEPTIONS AND ASSUMPTIONS *(please check one)*

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


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

1. Solicitation Section and Page: _____
 Describe Exception or Assumption: _____
 Explain this as an Issue: _____
 Proposed Modification: _____

2. Solicitation Section and Page: _____
 Describe Exception or Assumption: _____
 Explain this as an Issue: _____
 Proposed Modification: _____

3. Solicitation Section and Page: _____
 Describe Exception or Assumption: _____
 Explain this as an Issue: _____
 Proposed Modification: _____

4. Solicitation Section and Page: _____
 Describe Exception or Assumption: _____
 Explain this as an Issue: _____
 Proposed Modification: _____

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

5. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

6. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

7. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

8. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____


Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF APPENDIX B, EXCEPTIONS AND ASSUMPTIONS FORM

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FORM A, PROPOSER QUESTIONNAIRE


This is a mandatory response. Proposers must submit this form with their Proposal. Please provide the requested information, then sign and date. If the Proposer's response is incomplete or requires further description, the County may request the Proposer provide such information within a mandatory due date or may determine the missing information is immaterial to award. **PLEASE PROVIDE EXPLANATION FOR ALL "YES" ANSWERS ON A SEPARATE SHEET.**

Proposer Information	
Proposer's Legal Name and d.b.a. if applicable:	
Mailing Address:	
Contact Person and Title:	
Contact Person's Phone Number:	
Contact Person's Email Address:	
State UBI Number:	
Federal TIN or EIN Number:	

Ownership	If yes, explain
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Financial Resources and Responsibility	If yes, explain
Within the previous five (5) years has your firm been the debtor of a bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your firm in the process of or in negotiations toward being sold?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has your firm been debarred from contracting with any local, state, or federal governmental agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has a governmental or private entity terminated your firm's contract prior to contract completion?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Disputes	If yes, explain
Within the previous five (5) years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your firm have outstanding judgments pending against it?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has your firm been assessed liquidated damages on a contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the County?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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FORM A (CONTINUED)

Compliance	If yes, explain
Within the previous five (5) years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If a license is required to perform the services sought by this solicitation, within the previous five (5) years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Hazardous Materials are an element of the contract, has your firm had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous five (5) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No


Business Integrity	If yes, explain
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within the previous five (5) years has your firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.	<input type="checkbox"/> Yes <input type="checkbox"/> No

The undersigned hereby certifies that:
The Proposer has read the County's solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
The Proposer has had opportunity to ask questions regarding the requirements and that the questions were answered by the County;
The Proposer's offer is valid until the date the County awards a contract or rejects all offers;
All information provided within the Proposer's offer, including but not limited to the information provided in response to this Questionnaire, is true and correct to the best of his/her knowledge;
The Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its offer;
The Proposer fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Proposer offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
The person signing below has the authority to legally bind the Proposer.

Signature of Authorized Representative Name of Authorized Representative (Print)

Date Title

END OF APPENDIX C, FORM A, PROPOSER QUESTIONNAIRE

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**FORM B, ORDERS, NOTICES, OR, CITATIONS
(PROPOSER AND SUBCONTRACTORS)**

Submit a list of any and all Environmental or Safety Law-related orders, notices, or citations received during the past five (5) years **by the Proposer or any facility or subcontractor proposed to be used in performance of the Contract**. List the status of the response to any order, notice or citation.

If no such orders, notices, or citations were received by Proposer or any proposed facility or subcontractor, indicate here: _____

Use multiple copies of this form, if necessary. Details of orders, notices or citations can be included as an attachment.

Proposer's Legal Name: _____

Proposer-Owned? Yes No

Subcontractor? Yes No

Mailing Address: _____

Contact Person and Title: _____

Contact Person's Phone Number: _____

Contact Person's Email Address: _____


A. Type of Order, Notice or Citation: _____

B. Date of Order, Notice or Citation: _____

C. Response to Order, Notice or Citation: _____

D. Status of Response: _____

END OF APPENDIX C, FORM B, ORDERS, NOTICES OR, CITATIONS

	REQUEST FOR PROPOSALS 2024-031	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
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**FORM C, CURRENT COMPANY HHW / MRW PUBLIC AGENCY CONTRACTS
(PROPOSER)**

The Proposer shall identify **ALL** current HHW or MRW public agency customers in Washington and Oregon who are under contract with the Proposer to receive services similar to those described in the Scope of Work. If the Proposer holds only a few or no HHW or MRW contracts in Washington or Oregon, contracts from other areas may be included. **Use multiple copies of this form, if necessary.**

A. Agency Name: _____

Mailing Address: _____

Type of Waste/Material and Method of Disposal/Recycling: _____

Approximate Amount of Material Managed Per Year: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

B. Agency Name: _____

Mailing Address: _____

Type of Waste/Material and Method of Disposal/Recycling: _____

Approximate Amount of Material Managed Per Year: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

C. Agency Name: _____


Mailing Address: _____

Type of Waste/Material and Method of Disposal/Recycling: _____

Approximate Amount of Material Managed Per Year: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

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**FORM C, CURRENT COMPANY HHW / MRW PUBLIC AGENCY CONTRACTS (CONTINUED)
(PROPOSER)**

D. Agency Name: _____

Mailing Address: _____

Type of Waste/Material and Method of Disposal/Recycling: _____

Approximate Amount of Material Managed Per Year: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

E. Agency Name: _____

Mailing Address: _____

Type of Waste/Material and Method of Disposal/Recycling: _____

Approximate Amount of Material Managed Per Year: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

F. Agency Name: _____

Mailing Address: _____


Type of Waste/Material and Method of Disposal/Recycling: _____

Approximate Amount of Material Managed Per Year: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____

END OF APPENDIX C, FORM C, CURRENT COMPANY HHW / MRW PUBLIC AGENCY CONTRACTS

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**FORM D, COMPANY HISTORY
(PROPOSER)**

Company Name: _____

Company Address: _____

Company Contact Person: _____ Title: _____

Phone Number: _____ Email Address: _____

Please submit, in the space below or on an attached page, a brief summary of the Proposer's company history. The summary must describe the type of work the company does, how long the company has done this type of work, relevant corporate organizational structure (parent/ subsidiary), a list of owners (from 2002 to present) for every proposer-owned facility to be used under the contract, and a summary of the type and level of services the proposer has provided for the past five (5) years. **Use additional sheets or attachments, if necessary, for complete and accurate answers. Proposer may submit other documents to assist in the summary presentation.**

Length of Ownership: _____

List of Owners 2002 to Present: _____


Corporate Organizational Structure: _____

Type of Work/Services Provided: _____

Staff Size: _____

Additional Comments: _____

END OF APPENDIX C, FORM D, COMPANY HISTORY

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**FORM E, COMPANY FINANCIAL STATUS
(PROPOSER)**

1. Check "Yes" or "No" below to indicate you have enclosed the three (3) most recent, audited annual financial statements of the Proposer.


Yes No

2. Proposer's Current Financial Status: **Has the Proposer filed for and is it operating under federal bankruptcy law protection?**

Yes No

Please describe: _____

END OF APPENDIX C, FORM E, COMPANY FINANCIAL STATUS


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FORM F, CONTRACT MANAGER AND CONTRACT REPRESENTATIVE(S)

1. Contract Manager *: _____
2. Contract Representative: _____
3. 24-Hour Contact: _____
4. Contractor's Representative of Regulatory Affairs: _____

*** Please Note: a brief resume of the Proposed Contract Manager should be included with Form F.**

END OF APPENDIX C, FORM F, CONTRACT MANAGER AND CONTRACT REPRESENTATIVE(S)

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**FORM G, TREATMENT STORAGE AND DISPOSAL FACILITIES /
PROPOSED DISPOSAL / RECYCLING FACILITIES**

Proposer shall identify and list, in the format presented, each facility (including proposer-owned) that the Proposer intends to use for recycling, reclamation, reprocessing, etc., in performance of the Contract. Proposer shall describe the type of recyclables/wastes managed at the Facility. **for complete and accurate answers, Use additional sheets if necessary. Use of attachments for information is acceptable.**

- A. Facility Name: _____
- B. Mailing Address: _____
- C. Facility Site Address: _____
- D. Company Contact Person: _____
- E. Phone: _____ Email Address: _____
- F. Proposer-Owned? Yes No Subcontractor Owned? Yes No
- G. Describe the type of disposal activities performed at this facility: _____


- H. EPA/State identification Number: _____
- I. List of Environmental Permits/Licenses/Approvals: _____

- J. List **at least** two (2) Customer References for this Facility (Company Name, Company Location (City/State), Contact Person, and Contact Phone Number). This is a separate requirement from "Company References" (Form C), which is specific to the Proposer:
 - 1. _____

 - 2. _____

 - 3. _____

**END OF APPENDIX C, FORM G, TREATMENT STORAGE AND DISPOSAL FACILITIES /
PROPOSED DISPOSAL / RECYCLING FACILITIES**

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**FORM H, PROPOSED TRANSPORTERS
(PROPOSER-OWNED AND SUBCONTRACTORS)**

Transporter Company Name: _____

Company Site Address: _____

Company Contact Person: _____ Title: _____

Phone Number: _____ Email Address: _____

Proposer shall list all transporters (including proposer-owned) proposed to be use in performance of the Contract. **Use additional sheets, if necessary, for complete and accurate information. Attachments may be used.** Proposer may include additional transporters using the same format.

A. Mailing Address: _____

B. EPA/State Identification Number: _____

C. Proposer-Owned? Yes No Subcontractor? Yes No

D. Briefly describe the company's capabilities: _____

E. Number of miles driven annually: _____

F. Number of drivers: _____

G. Violations: _____

H. List **at least** two (2) Customer References for this Transporter (Company Name, Company Location (City/State), Contact Person, and Contact Phone Number). This is a separate requirement from "Company References" (Form C), which is specific to the Proposer:

1. _____

2. _____

3. _____

END OF APPENDIX C, FORM H, PROPOSED TRANSPORTERS



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	APPENDIX D PRICE LISTS	


TABLE A: WASTE PRICE LIST

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below. Unless otherwise specified below, containers are filled as either lab packed or loose packed. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

Item Description	Preferred Management	Proposed Management / Proposed Packing Method	Est. Qty per Year	Unit Price	Total Cost
Acids (Liquid and Solid)					
55-gallon drum	Treat-POTW		80		
5-gallon drum	Treat-POTW		1		
10-gallon drum	Treat-POTW		1		
55-gallon drum bulk	Treat-POTW		1		
Glacial Acetic acid – 5-gallon	Incinerate or Treat-POTW		3		
Glacial Acetic acid – 10-gallon	Incinerate or Treat-POTW		1		
Hydrofluoric acid – 5-gallon	Incinerate or Treat-POTW		2		
Hydrofluoric acid – 10-gallon	Incinerate or Treat-POTW		1		
Aerosols - Pesticide, Corrosive, Chlorinated, and Paint and Paint Related					
55-gallon drum	Incinerate		255		
cubic yard box	Incinerate		1		
Batteries – Alkaline, Carbon Zinc					
55-gallon drum	Recycle or Landfill		75		
Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)					
55-gallon drum bulk	Incineration or Energy Recovery		1		
350-gallon tank	Incineration or Energy Recovery		1		
Used Motor Oil with PCB's					
55-gallon drum	TSCA Incinerate		1		
350-gallon tank	TSCA Incinerate		1		
Alkaline (liquid and solids)					
55-gallon drum	Treat-POTW		70		
5-gallon drum	Treat-POTW		1		
10-gallon drum	Treat-POTW		1		
55-gallon drum bulk	Treat-POTW		1		
Hypochlorite Solutions					
55-gallon drum	Treat-POTW		60		
Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)					
55-gallon drum	Energy Recovery		10		
Flammable Solids-4.1					
55-gallon drum	Energy Recovery		5		
Road Flares					
5-gallon drum	Energy Recovery or Incinerate		20		

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	APPENDIX D PRICE LISTS	

Item Description	Preferred Management	Proposed Management / Proposed Packing Method	Est. Qty per Year	Unit Price	Total Cost
Reactives (4.2, 4.3)					
55-gallon drum	Incinerate		1		
5-gallon drum	Incinerate		2		
10-gallon drum	Incinerate		1		
Oxidizers					
55-gallon drum	Treat-POTW or Incinerate		1		
5-gallon drum	Treat-POTW or Incinerate		1		
10-gallon drum	Treat-POTW or Incinerate		35		
55-gallon drum bulk	Treat-POTW or Incinerate		1		
Organic Peroxides					
5-gallon drum	Incinerate		2		
10-gallon drum	Incinerate		1		
Latex Paint - "Good" NOT Paint Stewardship Eligible					
55-gallon drum	Recycle		1		
Cubic Yard box	Recycle		1		
Latex Paint - "Bad" NOT Paint Stewardship Eligible					
55-gallon drum	Beneficial Reuse or Landfill		1		
Cubic Yard box	Beneficial Reuse or Landfill		1		
55-gallon drum bulk	Beneficial Reuse or Landfill		1		
Oil Based Paint/Paint Related Material-NOT Paint Stewardship Eligible					
55-gallon drum	Energy Recovery		480		
Cubic Yard box	Energy Recovery		70		
55-gallon drum bulk	Energy Recovery		1		
Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc.)					
55-gallon drum	Energy Recovery		1		
55-gallon drum bulk	Energy Recovery		450		
Pesticide Solids					
55-gallon drum	Incinerate		95		
5-gallon drum	Incinerate		1		
10-gallon drum	Incinerate		1		
Cubic Yard box	Incinerate		1		
Pesticide/Chlorinated Liquids					
55-gallon drum	Incinerate		300		
5-gallon drum	Incinerate		1		
10-gallon drum	Incinerate		1		
PCB Light Ballasts, non-leaking					
55-gallon drum	Hazardous Waste Landfill		1		
55-gallon drum	Recycle/Incinerate		1		
5-gallon drum	Hazardous Waste Landfill		1		
5-gallon drum	Recycle/Incinerate		1		

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	APPENDIX D PRICE LISTS	

Item Description	Preferred Management	Proposed Management / Proposed Packing Method	Est. Qty per Year	Unit Price	Total Cost
PCB Light Ballasts, leaking					
55-gallon drum	TSCA Incineration		1		
5-gallon drum	TSCA Incineration		1		
PCB Liquids >50 ppm					
55-gallon drum bulk	TSCA Incineration		1		
5-gallon drum	TSCA Incineration		1		
Elemental Mercury					
5-gallon drum	Retort		1		
Mercury Debris					
5-gallon drum	Retort		1		
10-gallon drum	Retort		1		
55-gallon drum	Retort		1		
Mercury Compounds					
5-gallon drum	Retort		1		
10-gallon drum	Retort		1		
Lithium Batteries					
5-gallon drum	Recycle or Incinerate		1		
55-gallon drum	Recycle or Incinerate		1		
Non-RCRA Liquids (oily water, WT02 coolants, etc.)					
55-gallon drum, bulk	Treat/POTW		5		
Non-RCRA Solids (contaminated soils, debris, etc.)					
55-gallon drum, bulk	Stabilize/Landfill		1		
Cubic Yard box	Stabilize/Landfill		1		

ADDITIONAL WASTE STREAMS

Item Description	Preferred Management	Proposed Management	Est. Qty per Year	Unit Price	Total Cost
Marine Flares	Incineration		1		
Pharmaceuticals / Medications	Incineration		1		
Propane Grill Cylinders (20-pound / 4.6-gallon)	Energy Recovery		75		
Low-level Radioactive Waste (uranyl nitrate, radium paint)			1		
Lighters	Energy Recovery or Incineration		1		
Fire Extinguishers	Stabilize/Landfill		15		
Formalin with Animal Tissue	Incinerate		1		

If a new waste stream arrives at the Facilities that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.


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	APPENDIX D PRICE LISTS	

TABLE B: SUPPLIES PRICE LIST

Provide "Proposed Unit Price" for each supply item listed below. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

Supplies	Est. Qty per Year	Proposed Unit Price	Total Cost
Empty Drums - Reconditioned			
55-gallon metal 1A1	450		
55-gallon metal 1A2	2,000		
30-gallon metal 1A1	5		
30-gallon metal 1A2	5		
85-gallon metal overpack	10		
85-gallon plastic overpack	5		
Empty Drums - New			
55-gallon metal 1A1	1		
55-gallon metal 1A2	1		
30-gallon metal 1A1	1		
30-gallon metal 1A2	1		
10-gallon plastic 1H2	1		
5-gallon plastic 1H2	1		
85-gallon metal overpack	1		
85-gallon plastic overpack	1		
Pre-printed shipping papers (non-hazardous waste manifest, e.g.)			
Shipping markings/labels, per delivery	80		
DOT hazard class labels, per roll	1		
Cubic Yard Packaging			
Plastic Tote, Cubic Yard	135		
Gaylord Box, DOT Spec, Cubic Yard	5		



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	APPENDIX D PRICE LISTS	

TABLE C: SERVICES PRICE LIST

Provide "Proposed Unit Price" for each service listed below, if available, to each service item listed below.

Services <i>(Must be staffed by 24 or 40 hr. HAZWOPER personnel, certified and current)</i>	Unit Price
Certificates of Treatment	
Per Shipment, no final CD's	
Certificates of Disposal	
Per Shipment, with final CD's	
HHW Facility Haz-cating and/or consulting	
Per Hour	
Travel	
HHW Facility extra help (including weekends)	
Per Hour	
Travel	
One Day HHW mobile collection event, mobilization and staffing (assumption: 300-400 vehicle event). Supply a new price list if mobile costs for waste and supplies differs from fixed facility costs in Tables A and B.	
Site Chemist/Specialist, per hour	
Technician, per hour	
Site Supervisor, per hour	
Travel, hours	
Transportation for setup	
Transportation for waste hauling	
Training (on site, include travel costs)	
HAZWOPER 8-hour refresher	
DOT	
Consulting (for policy, operations, safety and health, facility design, etc.)	
Per hour	

END OF APPENDIX D, PRICE LISTS

	REQUEST FOR PROPOSALS 2024-031	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX E DRAFT CONTRACT	

**CONTRACT NO. [Contract Number]
Contract for Goods and Services**

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

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

SECTION 1. TERM AND EFFECTIVE DATE


- 1.1. The Contract will become effective on 1/1/2025 and terminate on 12/31/2025, unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total four (4) years. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. DEFINITIONS

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

SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT

- 3.1. Scope of Work. The Contractor shall provide all Goods and Services as identified in Attachment A, Scope of Work, in compliance with the Contract.
- 3.2. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation.

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- 3.3. Price. The price payable for the Goods and Services shall be as provided in the Contract and unless otherwise stated shall include all charges for packing, shipping, insurance, and delivery of the Goods to the location identified by the County, and any taxes, levies, duties and applicable tax. No increase in the price may be made (whether on account of increased costs of material, labor, transport or fluctuation in rates of exchange or otherwise) without the prior written consent of the County.
- 3.4. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Goods and Services completed to date, unless otherwise agreed. Each invoice shall identify the Goods and Services provided, dates the services were provided, and any other information requested by the County.


Prior to the submittal of any invoice, the Contract Representatives shall meet, review and agree on a draft invoice for services performed by the Contractor under this Agreement for the preceding month by the fifteenth (15th) business day of the next month. Within five (5) business days, the Contractor shall provide to the County a reviewed and agreed invoice in a format acceptable to the County and accompanied by supporting documentation as required by the County for services performed by the Contractor in the preceding month.

If any amount is disputed in good faith, the County may withhold payment to the extent of the disputed amount but shall pay all undisputed amounts as set forth above for a complete and correct invoice. The disputed amount shall be resolved in accordance with Section 13. To the extent the dispute is resolved in favor of the Contract, the County will pay the Contractor the remaining amount that the Parties agree the Contractor is entitled. The Contractor shall continue to perform its obligations under this Agreement during any dispute resolution. Further, the Contractor shall not attempt to collect on the disputed amount or submit any disputed amount to any collection agency until either party determines that good faith negotiations have failed and judicial review is sought. Neither party shall be entitled to any interest on the disputed amount except as determined by a court of competent jurisdiction.

- 3.5. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, subject to Section 4. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise.
- 3.6. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Payments will be released upon compliance, subject to Section 4.
- 3.7. Restrictions. The Contractor will only be entitled to receive payment for Goods and Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION


- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving ten (10) days prior notice to the Contractor.

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- 4.2. For Funding issues. If any funding for Goods or Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may in its discretion: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the Contractor's failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Goods and Services as directed in the notice and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Goods and Services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

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

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

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- 5.1.5. The Contractor and its Personnel: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing the County locations, will comply with any security, occupational health, and safety and other policies and procedures specified by the County from time to time.
- 5.1.6. The Contractor will ensure that the County will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the Goods and Services; and that the supply, and use, of any Goods and Services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, the Contractor shall, at no additional charge to the County and without prejudice to any other rights or remedies of the County, repair or replace any Goods or Services that do not comply with any of the applicable warranties.
- 5.2. Inspection, Testing and Acceptance. Prior to delivery of any Goods, the Contractor must conduct pre-installation testing to confirm that all Goods have no apparent defects. All Goods and Services are subject to final inspection and acceptance by the County. In the event of nonconforming Goods and/or Services, the County may elect to do any or all of the following: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring Goods and Services into compliance; and/or d) terminate the Contract and seek all remedies available in law and in equity. The Contractor agrees to diligently correct any work and replace any Goods and Services or make alterations necessary to meet specification requirements free of cost to the County. Inspection, testing, acceptance, or use of the Goods and Services will not affect the Contractors obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.
- 5.3. Title and Risk of Loss. Title to all Goods and Services will vest in the County upon delivery to the County unless expressly agreed otherwise. Risk of loss for Goods will pass to the County when the County actually receives and accepts the Goods at the point of delivery. All work shall be performed at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All Goods failing to conform to the Contract shall be held at the Contractor's risk and may be returned to the Contractor.
- 5.4. Damage to County Property. The Contractor shall perform all work so that no damage to any County buildings or property results. The Contractor shall at its sole expense repair any damage caused to the satisfaction of the County. The Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, the Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by the County.
- 5.5. Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request prior permission from the County to substitute a new product or model and shall provide the County with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or


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model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.

- 5.6. Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the County against defects in material and workmanship. The Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period, unless the defect was caused solely by misuse of the County.

SECTION 6. INDEMNIFICATION


- 6.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 6.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 6.3. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
- 6.4. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with the County's requests for information. The County at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior

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written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of Section 6, including improper refusal to accept tender, is a material breach.


SECTION 7. INSURANCE

- 7.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 7.2. Professional Liability Errors and Omissions. In the event that services delivered pursuant to the Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of \$1,000,000 per claim and in the aggregate.
- 7.3. Commercial General Liability ("CGL"). The Contractor will maintain commercial general liability coverage for personal injury, bodily injury, and property damage, subject to a limit of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4. Automobile Liability. The Contractor will maintain automobile liability insurance as follows: The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$5,000,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$5,000,000. Coverage will include owned, hired and non-owned automobiles.
- 7.5. Professional Liability Errors and Omissions. In the event that services delivered pursuant to the Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of \$1,000,000 per claim and in the aggregate.
- 7.6. Pollution Liability to Include Transfer Facilities/Transportation Modes/Disposal Facilities. The Contractor shall carry pollution errors and omissions liability not less than \$5,000,000 each loss, \$5,000,000 aggregate.
- 7.7. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

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

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

SECTION 8. NOTICE AND CONTRACT REPRESENTATIVES

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

County's Contract Representative


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

Contractor's Contract Representative

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

SECTION 9. AMENDMENT, SUBCONTRACT, INDEPENDENT CONTRACTOR


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

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- 9.3. Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other.
- 9.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Good or Service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 9.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. The Contractor shall have complete responsibility and control over its Personnel. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay, or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.


SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION, AND BREACH

- 10.1. Ownership. Any and all work product, deliverable, equipment, or any other materials created, prepared, constructed, assembled, made, performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract are the sole property of the County, must be delivered to the County upon termination of the Contract, or final payment to the Contractor, and shall not be used or released by the Contractor without prior authorization from the County. The Contractor agrees all such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 10.2. Personal Identifying Information/Breach. The Contractor shall ensure all personal identifying information, financial information, and other information made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the County and at its sole expense comply with all requirements of RCW 19.255.010. Upon Contract expiration or termination all confidential information shall be returned to the County or destroyed at the County's discretion.

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SECTION 11. REPRESENTATIONS AND RECORDS

- 11.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 11.2. Licenses, Permits, and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 11.3. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and the Americans with Disabilities Act, and as amended, in the performance of the Contract.
- 11.4. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 11.5. Advertising. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County's prior written consent.
- 11.6. Audit and Record Retention. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make all records available to the County at no cost to the County.

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SECTION 12. RIGHTS AND REMEDIES

- 12.1. Responsibility for Correction. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specification or law shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the County. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return.
- 12.2. Default in One Installment. The Contractor shall deliver conforming goods in each installment or lot of this Contract and may not substitute nonconforming goods. Delivery of nonconforming goods or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole.
- 12.3. Failure to Perform. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days, following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the satisfaction of the County.
- 12.4. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 12.5. Responsibility for Errors. All Goods and Services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Goods and Services provided as required by the County, at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Goods and Services, even after accepted by the County and the termination or expiration of the Contract.
- 12.6. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 12.7. Right of Off-Set; Reimbursement. The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.
- 12.8. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.

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12.9. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, Goods and Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring Goods and Services in substitution for those due from the Contractor.

SECTION 13. GOVERNING LAW, DISPUTES

13.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

13.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's Contract Representative. All decisions of the County's Contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

SECTION 14. PREVAILING WAGE

Does Not Apply.

SECTION 15. GENERAL PROVISIONS

15.1. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties out of the Contractor's control.

15.2. Time of the Essence. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.


15.3. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

15.4. Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.

15.5. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

15.6. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.

15.7. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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- 15.8. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 15.9. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 15.10. Non-Exclusive Contract. The County may obtain the same or similar goods or services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.
- 15.11. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Standards, Acceptance, Risk of Loss, Warranty), 6 (Indemnification), 7 (Insurance), 9 (Amendment, Subcontract, and Independent Contractor), 10 (Ownership, Confidential Information and Breach), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).
- 15.12. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.
- 15.13. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this ____ day of _____, 202_ Dated this ____ day of _____, 202_

CONTRACTOR NAME **BOARD OF COUNTY COMMISSIONERS**
KITSAP COUNTY, WASHINGTON


 Signature **COMMISSIONER, Chair**

 Print Name **COMMISSIONER, Commissioner**

 Title **COMMISSIONER, Commissioner**


ATTEST:

 Dana Daniels, Clerk of the Board

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ATTACHMENT A
SCOPE OF WORK

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ATTACHMENT B

COMPENSATION

Payment amount and schedule is set forth below.

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ATTACHMENT C

SPECIFIC TERMS AND CONDITIONS

Price Adjustments


Services rendered under the awarded contract shall apply for a term of one (1) year, with up to four (4) renewals at the discretion of the County. Pricing shall be fixed and firm through the original contract term. Requests for price increases shall be considered only during each annual contract renewal period. The Contractor may submit a written request for a price increase to the County sixty (60) days in advance of the contract expiration date and, if accepted, the price increase shall take effect on the contract renewal date. The decision to accept any price increase will be at the sole discretion of the County.

Such requests shall demonstrate the following:

- Price request shall be no greater than the total of changes to the Consumer Price Index for Kitsap County or other pricing index appropriate to the particular product herein.
- Not produce a higher profit margin than that of the original contract.
- Clearly identify the items impacted by the increases.
- Be accompanied by documentation acceptable to the County sufficient to warrant the increase.
- Remain firm for a minimum of 365 days.
- The County will not be bound by prices contained in an invoice higher than those in the Contract, unless the County has accepted the higher price and a Contract Amendment has been executed. Invoices may be rejected and returned to the Contractor for correction.

Other Terms and Conditions


- Upon award of the contract, the County will not recognize charges above or different than those specified in the proposal.
- All work must be performed in accordance with applicable federal, state and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations. The Contractor shall notify the County in writing within five (5) business days of any change in the Contractor's or any subcontractor's Environmental or Safety Law permit, license or compliance status, including but not limited to any citation, notice of violation, administrative order, court order, judgment or other enforcement action by any regulatory entity or agency involving the Contractor or a subcontractor for violation of any Environmental or Safety Law. The Contractor is solely responsible for compliance. Nothing in the Contract, including the County's receipt, review, acceptance or approval of the Contractor's and subcontractor's permits, licenses, governmental approval or authorizations, insurance documentation, safety plans, other plans or other regulatory or compliance information, shall be construed to waive any rights of the County, nor shall the Contractor be relieved of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.

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- The Contractor must agree at such time and in such form as the County may require, to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Contract. The Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.
- The Contractor shall report to the County any spills or accidents including during transport within five (5) business days.
- The Contractor shall possess any regulatory licenses and/or permits required to fulfill the Contractor's obligations at no additional expense to the County.
- If the Contract Representative changes during the Contract, the Contractor shall verbally notify the County within twenty-four (24) hours and follow up in writing within five (5) business days of the date of change.
- The Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. Should the new owner not provide the services contracted for under this Contract, the Contractor shall notify the County in writing as soon as possible, and in no event late than three (3) business days after change in ownership.
- The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor's and the Contractor's subcontractors upon request and reasonable notice during the terms of the contract and any renewal.
- The State of Washington shall be named as an express third-party beneficiary in final contract language. No other parties shall be named as third-party beneficiaries.
- The Contractor will be encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated pursuant to execution of the contract.

The Contractor is encouraged to take the following actions, when possible, in any procurement initiated after the effective date of the Contract:

- a. Include qualified minority and women-owned businesses on solicitation lists whenever they are potential sources of good or services.
- b. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women-owned businesses.
- c. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women-owned businesses.
- d. Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.

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ATTACHMENT D
OTHER CONTRACT DOCUMENTS

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END OF APPENDIX E, DRAFT CONTRACT