	REQUEST FOR PROPOSALS 2023-025	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

Installation of Impervious Surface-Coating Material over the Concrete Floors at the Household Hazardous Waste Collection Facility

MATERIALS/SERVICES REQUESTED

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking proposals for the installation of an impervious surface-coating material over the concrete floors at the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312.

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	Tuesday, May 2, 2023
Optional Site Visit	Tuesday, May 9, 2023 at 10:00 a.m. <i>(RSVP by Monday, May 8, 2023 at 2:00 p.m.)</i>
Written Questions Due	Friday, May 12, 2023, at 12:00 p.m.
Addendum Issued	Wednesday, May 17, 2023
Submission Deadline	Wednesday, May 24, 2023 at 2:00 p.m.
Contract Executed	June 2023

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 **two (2) paper copies** of their offer. *(Postmarked, facsimile, or emailed offers will not be considered)*

Mailing Address for USPS delivery:
 Glen McNeill, Purchasing Agent
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

OR Physical Address for courier or hand delivery:
 Glen McNeill, Purchasing Agent
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION


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1. OPTIONAL SITE VISIT. An Optional site visit of the Household Hazardous Waste (HHW) Collection Facility will be held on **Tuesday, May 9, 2023 at 10:00 a.m.** The HHW Collection Facility is located at 5551 SW Imperial Way, Bremerton, Washington 98312. Directions to the HHW Collection Facility and additional site visit instructions are provided in Appendix D: Site Visit Information.


A maximum of two (2) representatives from each offeror team are authorized to attend the site visit. Offerors planning to attend shall email the full name of attendees to the Purchasing Agent no later than **Monday, May 8, 2023 at 2:00 p.m.** Any requests for reasonable accommodation for attendance to the site visit should be directed to the Purchasing Agent as early as possible to allow time to make appropriate arrangements.

Photographs are allowed during the site visit. The site visit is expected to take no longer than one (1) hour. Personal protective equipment (PPE), including 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.

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- 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.
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 **two (2) 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).

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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.*
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.

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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) 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.

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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.
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.


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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.
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.

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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	

PROJECT BACKGROUND

The County operates a permanent Household Hazardous Waste Collection Facility (HHW Collection Facility), located at 5551 SW Imperial Way, Bremerton, Washington 98312, for the collection and proper management of Household Hazardous Waste and Small Quantity Generator hazardous wastes. The two waste streams are co-managed as moderate risk waste in accordance with the State of Washington Department of Ecology (Ecology) regulation Chapter 173-303 Washington Administrative Code (WAC) and applicable requirements.

To ensure the HHW Collection Facility's continued compliance with all applicable operational and facility requirements, including WAC 173-350-360, and with Kitsap County Board of Health Ordinance 2010-1, the County is requesting proposals from qualified contractors to recommend and install an impervious surface-coating material for the worn and/or degraded sections of the concrete floor at the County's HHW Collection Facility). The County-approved surface-coating material must be installed in accordance with all applicable regulatory requirements. For more information, please see Ecology's "[Guidance for Assessing Dangerous Waste Secondary Containment Systems](#)".

The concrete floor of the HHW Collection Facility was originally surfaced in 1996 and needs to be resurfaced on a periodic basis to maintain compliance with State and local regulatory requirements. The floor area to be resurfaced is approximately 1,500 square feet, to be completed in two (2) phases. The floor was last resurfaced in two (2) stages over a two-year period from 2015 to 2016. At that time, the floor area was covered with an impervious epoxy surface – Mega Seal™ SL Self-Leveling Epoxy Floor Coating.


Note: most materials stored on-site are smaller containers placed “as-is” into buckets, drums, and totes. For these containers, the bucket, drum, or tote is considered the secondary containment. Flooring is considered secondary containment for any containers that have no smaller packaging, with all liquid content. Most of these items at the HHW Collection Facility are bulked non-halogenated flammable liquids.

SCOPE OF WORK

The selected contractor shall recommend and install an impervious surface-coating material over the concrete floors at the HHW Collection Facility. The approved surface-coating material shall be installed in two (2) stages, as discussed below. The selected contractor will be expected to perform all work, including curing time for the recommended surface-coating material, with minimal impact to ongoing facility operations and without requiring closure of the HHW Collection Facility to the public.

Work Conditions/Requirements

Installation activities shall include cleaning, preparing, and resurfacing the concrete flooring of the designated area of the HHW Collection Facility with the County-approved impermeable coating that meets all regulatory requirements. Preparatory work may include physical blasting or scarification of the existing floor surface and filling and sealing any existing cracks in the floor prior to installation of the new coating or preparing the surface in a way for the coating to adhere

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	SCOPE OF WORK	

properly to the existing surface. The County would prefer the selected contractor to prepare and recoat the damaged and/or worn areas of the facility and integrate the new coating system with the existing intact/good condition flooring already in place.

During each phase/period of installation, the selected contractor must prevent, eliminate, or mitigate the generation of dust. The selected contractor will also seal off ventilation ducts in the work area to prevent dust migration, if necessary. A sufficient heating source to allow proper and prompt curing of flooring material will be provided by the contractor if atmospheric temperatures aren't sufficient.

The County will be responsible for clearing the work area of all drums and other movable objects before any preparatory work and resurfacing commences. Storage racks and other fixed pieces of equipment will remain in place.

The selected contractor must maintain a neat and orderly work area and remove all debris and waste generated from the work. The contractor is responsible for removal and disposal of any debris and waste generated at a permitted facility at their expense. The County must be provided with copies of all disposal receipts.


Schedule and Time of Work

To minimize impacts to facility operations, the resurfacing work will be conducted in two (2) phases. The first phase (Phase One) of the resurfacing work will be scheduled for Summer 2023. Phase One will consist of resurfacing one-half of the facility floors, approximately 750 square feet, as designated by the County. The second phase (Phase Two) will be scheduled after Phase One and happen no later than December 31, 2024. Phase Two will consist of resurfacing the remaining half of the facility floors, approximately 750 square feet, as designated by the County.

The HHW Collection Facility is open to the public Thursday through Saturday from 10:00 a.m. to 4:00 p.m. The selected contractor will be expected to perform all work Monday through Wednesday, from 8:00 a.m. to 4:30 p.m., excluding weekends and holidays, so the HHW Collection Facility is open to the public during regular hours of operations with minimal impact to ongoing facility operations.

It is the expectation of the County to not close the HHW Collection Facility while the selected contractor performs the work for this project. For overruns in resurfacing work which result in a closure of the HHW Collection Facility to the public during regular hours of operations, liquidated damages shall be assessed until the HHW Collection Facility can reopen to the public. The Contractor shall complete all Work as promptly as possible. Liquidated damages will not be assessed for any days for which an extension of time is granted by the County. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

The County will conduct the final inspection of each individual phase within five (5) days of completion of each stage of the resurfacing activities as provided in this Scope of Work.

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	SCOPE OF WORK	

Warranty of Material and Labor

The surface coated as part of this scope of work must maintain its integrity for a minimum of two (2) years after completion of each Phase and in accordance with the selected specifications of the coating material. During this time, County personnel may contact the selected contractor to inspect the flooring surface at no charge for any defects, signs of wear, separation, or other indications that impermeability is compromised. If any compromise is observed, the County reserves the right to have the selected contractor refurbish the flooring surface to a quality sufficient to meet facility needs at no charge to the County.

Labor and Materials

The selected contractor must supply all necessary labor and materials to complete the scope of work. Any subcontracted work must be supervised and managed by the selected contractor.

NOTICE TO BIDDERS


Workers of all contractors, subcontractors, and lower tier subcontractors on all County public work projects, as defined by Revised Code of Washington (RCW) 39.040.010, shall be paid the “prevailing rate of wage” including “usual benefits” in kind and not by a cash payment in lieu of such usual benefits, as those terms are defined by Chapter 39.12 RCW.

The successful contractor is responsible for obtaining and completing all required government forms and submitting them to the proper authorities with a copy to the County. Offerors must be a licensed contractor and submit a photocopy of their valid Washington State Contractor’s Registration and a copy of their current Certificate of Liability insurance.

All work shall be in accordance with the plans, specifications, and other contract documents as administered by the representative of Kitsap County. Contractors for this work must comply with all applicable government and local agency requirements, including Washington State Prevailing Wage Rate Laws.

To be consider for award, offerors meet with the requirements of RCW 39.04.350, Bidder Responsibility Criteria, including but not limited to having a valid Unified Business Identifier number, current contractor’s registration or licensing as required, industrial insurance coverage for employees, not currently debarred from bidding on a project that involves prevailing wage, and compliance with Washington State Department of Labor and Industry (L&I) contractor training on Public Works and Prevailing Wage Law unless a contractor has been in business for three (3) or more years and has completed three (3) or more public works projects.

For contracts of one hundred fifty thousand dollars (\$150,000.00) or less, at the option of the offeror, the County may, in lieu of the performance bond, retain fifty percent (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Washington State Department of Revenue and the Washington State Department of L&I and settlement of any liens. See RCW 39.08.010.

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	SCOPE OF WORK	

Contract Binding Option:

_____ Surety Bond (Performance Bond)


_____ Retain 50% of Contract Amount

CONTRACT TERM AND PRICING

Prices will be firm for the entire contract period; however, the County may consider changes for good cause. A request for a price change must be submitted in writing to the County. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be effected through a Contract Amendment instituting the price adjustment and establishing an effective date.

Attached as Appendix G is Kitsap County's Small Works Roster Public Works Contract. Please review this document carefully as it is intended to be non-negotiable. However, reasonable requests for modification may be granted at the County's sole discretion. If an offeror takes exception to any provision in Appendix G, those exceptions must be noted on the Exceptions and Assumptions Form (Appendix B). If no exceptions are noted, the contract must be executed as shown.

END OF SCOPE OF WORK

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	PROPOSAL REQUIREMENTS AND SELECTION CRITERIA	

PROPOSAL REQUIREMENTS

Submitted proposal must include the following information:


- Acknowledgment Form (Appendix A)
- Exceptions and Assumptions Form (Appendix B)
- Proposal Bid Form (Appendix C) showing an itemized project budget, including the Offeror’s recommendation(s) for an impervious surface-coating material that meets the County’s needs as well as all applicable regulatory requirements
- Detailed description of the Offeror’s general approach for conducting the project, including a tentative timeline for project completion
- Detailed Statement of Qualifications showing the Offeror’s experience providing similar services and highlighting the Offeror’s approach to quality control for this project
- If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities
- References and contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County
- Certification of Compliance with Wage Payment Statutes (Appendix E)
- Completion of Identification of Subcontractors Form (Appendix F), identifying all proposed subcontractors that may provide goods and/or services on behalf of the Offeror under this solicitation
- Copy of the Offeror’s Washington State Contractor’s Registration
- Copy of the Offeror’s current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix G, Draft Contract
- Any additional information the Offeror feels addresses the selection criteria

SELECTION CRITERIA

Selection shall be based on the following:

- | | |
|---|-----------|
| 1. Cost estimate as shown in Proposal Bid Form | 35 points |
| 2. Offeror’s approach to accomplishing the SOW and recommendation of coating material | 25 points |
| 3. Offeror’s experience and qualifications on similar projects at similar facilities | 25 points |
| 4. Offeror’s demonstrated ability to ensure strict adherence to schedule | 15 points |

END OF PROPOSAL REQUIREMENTS AND SELECTION CRITERIA

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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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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 ACKNOWLEDGMENT 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:

SPECIFICALLY 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: _____

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	APPENDIX B EXCEPTIONS AND ASSUMPTIONS FORM	

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

4. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

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: _____


Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF EXCEPTIONS AND ASSUMPTIONS FORM

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX C PROPOSAL BID FORM	


The undersigned Offeror proposes to provide Kitsap County all labor, equipment, and materials for installation of an Impervious Surface-Coating Material over the Concrete Floors at the Household Hazardous Waste Collection Facility.

ITEM	UNIT PRICE
Impervious surface-coating material <i>(please list suggested brand below)</i> _____	\$
Labor and equipment to install surface-coating material, include cleaning, preparing, and resurfacing of the floor area and other preparatory work	\$
Debris and Waste Disposal Costs	\$
Other Expenses: _____	\$
Other Expenses: _____	\$
Other Expenses: _____	\$
Other Expenses: _____	\$
Sales Tax (9.2%)	\$
Project Total (including sales tax)	\$

This proposal is made in accordance with the published Project Description and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Offeror <hr/> Company Name (Print) <hr/> Company Address <hr/> City, State Zip Code <hr/> Phone <hr/> Company Tax ID Number	Contact Person <hr/> Name (Print) <hr/> Signature <hr/> Title <hr/> Email <hr/> Date
---	--

END OF PROPOSAL BID FORM

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX D SITE VISIT INFORMATION	

An Optional site visit of the HHW Collection Facility will be held on **Tuesday, May 9, 2023 at 10:00 a.m.** The HHW Collection Facility is located at 5551 SW Imperial Way, Bremerton, Washington 98312, inside the Olympic View Industrial Park across from the Bremerton National Airport.

A maximum of two (2) representatives from each offeror team are authorized to attend the site visit. Offerors planning to attend shall email the full name of attendees to the Purchasing Agent no later than **Monday, May 8, 2023 at 2:00 p.m.** Any requests for reasonable accommodation for attendance to the site visit should be directed to the Purchasing Agent as early as possible to allow time to make appropriate arrangements.

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.*

Photographs are allowed during the site visit. The site visit is expected to take approximately one (1) hour. Closed-toe shoes must be worn by all attendees.

Directions from Tacoma

Follow WA-16 W towards Gig Harbor/Bremerton. Take LEFT exit 28 onto WA-3 S towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the 2nd intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

Directions from Silverdale


Follow WA-3 S towards Port Orchard. Continue on WA-3 South towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the 2nd intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

Directions from the Bremerton Ferry

From the ferry, follow WA-304 S and then WA-3 S towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the 2nd intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

PLEASE NOTE: If you miss the Barney White Road exit from WA-3 S, turn RIGHT at the next intersection (WA-3 S and Imperial Way SW). Then, turn LEFT onto Barney White Road. Take the next RIGHT onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

END OF SITE VISIT INFORMATION

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX E CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES FORM	

The offeror hereby certifies that within the three-year period immediately preceding the bid solicitation date of **Tuesday, May 2, 2023**, the offeror is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Offeror's Business Name (Print)

Signature of Authorized Official *

Name (Print)

Title

Date

City, State

Check One:


Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate office accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES FORM

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX F IDENTIFICATION OF SUBCONTRACTORS FORM	

OFFEROR'S NAME: _____

Each Offeror is required to submit, as part of the bid, all proposed subcontractors that may provide goods and/or services on behalf of the Offeror under this solicitation. Additional pages may be attached if necessary.

Legal Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone No.: _____ Alternative No.: _____

Email Address: _____

Goods/Services Provided: _____

Legal Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone No.: _____ Alternative No.: _____

Email Address: _____

Goods/Services Provided: _____

Legal Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____


Contact Person: _____ Title: _____

Telephone No.: _____ Alternative No.: _____

Email Address: _____

Goods/Services Provided: _____

END OF IDENTIFICATION OF SUBCONTRACTORS FORM

	REQUEST FOR PROPOSALS 2023-025	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX G DRAFT CONTRACT	

**CONTRACT NO. KC-xxx-23
SMALL WORKS ROSTER PUBLIC WORKS CONTRACT**

THIS CONTRACT is entered into in duplicate originals between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the "County," and _____ a _____ located at _____ hereinafter called the "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

SECTION 1. DURATION OF CONTRACT


The term of this Contract shall commence upon the effective date set forth below. The Contractor shall complete all work required for Phase One under this Contract between July 1, 2023 and August 31, 2023. The Contractor shall complete all work required for Phase Two under this Contract between September 1, 2023 and December 31, 2023.

The Contractor shall substantially complete all work for Phase One required under this Contract within a period of **fourteen (14)** working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. The Contractor shall substantially complete all work for Phase Two required under this Contract within a period of **fourteen (14)** working days from the Start Date stated in the written Notice to Proceed referenced in Section 7.

Final completion and closeout of this Contract shall occur thirty (30) working days after timely substantial completion of Phase Two, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

SECTION 2. DESCRIPTION OF THE WORK

- a. The Contractor shall do all work necessary to install an impervious Surface-Coating Material for the concrete floors at the Household Hazardous Waste (HHW) Collection Facility in accordance with the Scope of Work, attached hereto as Attachment "A" and made a part hereof by this reference.
- b. The Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Call for Proposals for Small Works and any Instructions to Proposals, and the Contractor's proposal. A list of documents considered to be Project Documents is attached hereto as Attachment "B," which Project Documents are made part hereof and incorporated by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the County pursuant to Section 11.
- c. The Contractor, and any persons employed by the Contractor, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.
- d. The Contractor shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.

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- e. From time to time during the progress of the work hereunder, the Contractor shall confer with the County. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT AMOUNT


The County hereby agrees to pay the Contractor in the amount of \$TBD, according to the Contractor's proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract.

SECTION 4. PREVAILING WAGE

- a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site.
- b. For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
- c. For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid" to the County. Once it is received, the County may pay the Contractor in full including those funds the County would otherwise retain under RCW Chapter 60.28.

SECTION 5. PAYMENT

- a. At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the Contractor has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.
- b. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.

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- c. Unless otherwise provided for in this Contract or any of the Project Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.
- d. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or the Project Documents.

SECTION 6. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE

- a. Pursuant to RCW Chapter 39.08, the Contractor shall make, execute, and deliver to the County a performance and payment bond for the contract amount of \$_____. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of \$25,000 or less (including WSST), at the option of the Contractor, prior to the commencement of work, the Contractor may request in writing that, in lieu of the performance and payment bond, the County retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.


- b. In accordance with RCW Chapter 60.28, the County shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid." For contracts \$2,500 or less, the County may release the retained percentage prior to the expiration of the sixty-day waiting period if the Contractor has completed all work and provided the County with an "Affidavit Of Wages Paid" as provided in Section 4.c. herein.
- c. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

SECTION 7. NOTICE TO PROCEED

The County shall issue a Notice to Proceed for Phase One after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including WSST, is \$25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date for Phase One work. The County shall issue a Notice to Proceed for Phase Two after completion of Phase One. The Notice to Proceed shall provide the Start Date for Phase Two work.

SECTION 8. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

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County's Contract Representative

Name:
 Title:
 Address:
 Phone:
 Email:


Contractor's Contract Representative

Name:
 Title:
 Address:
 Phone:
 Email:

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Contract Representative. Any work executed upon the direction of any person or entity other than the Contract Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Contract Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

- a. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the work rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; provided, however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents; and provided further, that in the event of the concurrent negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.
- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.

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- c. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 10. INSURANCE


- a. Workers' Compensation and Employer's Liability. The Contractor shall maintain workers' compensation insurance as required by Title 51 RCW (Industrial Insurance) and shall provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- b. Commercial General Liability("CGL"). The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2,000,000.

The Contractor will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this 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.

- c. Automobile Liability: *(Check one of the following options)*:
- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
 - Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
- d. Other Insurance Provisions:
- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
 - (2) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of work under this Contract.
 - (3) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
 - (5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (8) The Contractor shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- e. Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- (1) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (2) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
 - (3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
 - (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that Contractor is currently paying Workers Compensation.
 - (5) Written notice of cancellation or change shall be mailed to the County at the following address: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.
 - (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.


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SECTION 11. CHANGES IN WORK

- a. The County may, at any time, without notice to the Contractor’s surety, order additions, deletions, revisions, or other changes in the work. The Contractor agrees to fully perform any such changes in the work. The Contractor shall proceed with the work upon receiving a written change order approved by the County, or an oral order from the County before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the Contractor’s cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.
- b. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the County, submit to the County a written statement setting forth the general nature and monetary extent of such claim. The Contractor shall supply such supporting documents and analysis for the claims as the County may require in order to determine if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- c. If the County and the Contractor are unable to reach agreement on the terms of any change to the work, the Contractor shall pursue resolution of the disagreement pursuant to Section 18.

SECTION 12. TERMINATION

- a. The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.
- c. Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.
- d. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor’s breach.

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SECTION 13. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.
- b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 14. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

SECTION 15. INDEPENDENT CONTRACTOR


- a. The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
- b. The Contractor acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.
- c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.
- d. The Contractor shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.
- e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

SECTION 16. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

SECTION 17. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

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SECTION 18. DISPUTES

- a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the Contractor in writing to the County’s Contract representative or designee within ten (10) days of the date in which the Contractor knows or should know of the question or claim.
- b. In the event the Contractor disagrees with any determination or decision of the County’s Contract Representative, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the County’s Contract Representative within said fifteen (15) day period will constitute a waiver of the Contractor’s right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.
- c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the County’s Contract Representative and the Contractor will be decided in the Superior Court of Kitsap County, Washington.
- d. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the County’s Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the County.

SECTION 19. CHOICE OF LAW, JURISDICTION, AND VENUE


- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

SECTION 20. SUCCESSORS AND ASSIGNS

The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

SECTION 21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said Provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

SECTION 22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

SECTION 23. MODIFICATION

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

SECTION 24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.


SECTION 25. INSPECTION

The County shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The Contractor shall be responsible for ensuring the work and materials conform to the Contract terms even if the County conducts an inspection of the same.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.


SECTION 26. LIQUIDATED DAMAGES

Time is of the essence of the Contract. Delays inconvenience the public and interfere with the proper disposal of hazardous waste commodities. Accordingly, the County expects the work under this Contract to be performed in such a manner as to keep the HHW Collection Facility open during normal hours. For overruns in resurfacing work which result in a closure of the HHW Collection Facility to the public during regular hours of operations, liquidated damages shall be assessed until the HHW Collection Facility can reopen to the public. Upon written notice by the County, liquidated damages at a rate of **\$500.00 per working day** or any portion thereof will be assessed against the Contractor for late performance or delay in the substantial completion of the work to be performed under this Contract. This provision in no way limits the County's right to seek damages for the Contractor's breach of any other of its obligations under this Contract pursuant to Section 12 of this Contract or to substantial damages for the Contractor's failure to achieve final completion with the time set forth in Section 1. Liquidated damages will not be assessed for any days for which an extension of time is granted by the County. No deduction or

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ATTACHMENT A
SCOPE OF WORK

END ATTACHMENT A

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**ATTACHMENT B
PROJECT DOCUMENTS**

END ATTACHMENT B

END OF DRAFT CONTRACT