



**REQUEST FOR QUALIFICATIONS  
2017-132**

**KITSAP COUNTY PUBLIC WORKS DEPARTMENT,  
SOLID WASTE DIVISION**

**FOR**

**ENGINEERING AND/OR ARCHITECTURAL SERVICES  
FOR DEVELOPMENT OF A MASTER PLAN,  
PRELIMINARY FACILITY DESIGN, AND COST  
ESTIMATE FOR THE SILVERDALE RECYCLING AND  
GARBAGE FACILITY**

**RESPONSE DEADLINE:  
TUESDAY, JUNE 27, 2017 AT 3:00 P.M.**

**REQUEST FOR QUALIFICATIONS  
2017-132**

**ENGINEERING AND/OR ARCHITECTURAL SERVICES FOR DEVELOPMENT OF A  
MASTER PLAN, PRELIMINARY FACILITY DESIGN, AND COST ESTIMATE FOR  
THE SILVERDALE RECYCLING AND GARBAGE FACILITY**

**TABLE OF CONTENTS**

<b>1.0</b>	<b>PROJECT DESCRIPTION .....</b>	<b>1</b>
<b>2.0</b>	<b>SITE DESCRIPTION .....</b>	<b>1</b>
<b>3.0</b>	<b>SITE INFORMATION .....</b>	<b>1</b>
3.1	<i>Site Operations .....</i>	1
3.2	<i>Site Structures.....</i>	2
3.3	<i>Site Access .....</i>	2
3.4	<i>Site Utilities .....</i>	2
<b>4.0</b>	<b>PROJECT SCOPE OF WORK.....</b>	<b>3</b>
	<i>Task 1: Assess and evaluate the current status of the site property, including facilities, operations, capacity, facility layout, and roads .....</i>	3
	<i>Task 2: Identify and evaluate necessary repairs, upgrades, and/or replacement alternatives for the facility, structures and operations .....</i>	4
	<i>Task 3: Rank alternatives and recommend a preferred alternative that best meets the County’s needs .....</i>	4
	<i>Task 4: Prepare a Master Plan based on analysis and alternative selected by the County.....</i>	5
	<i>Task 5: Develop a Preliminary Facility Design and Cost Estimate to implement the alternative selected by the County .....</i>	5
	<i>Task 6: Prepare Project Deliverables .....</i>	5
	<i>Task 7: Manage task activities as outlined above to ensure timely implementation of a County-approved schedule and adherence to a County-approved budget .....</i>	6
<b>5.0</b>	<b>CONTRACT TERM AND SCHEDULE.....</b>	<b>6</b>
<b>6.0</b>	<b>MANDATORY SITE VISIT .....</b>	<b>6</b>
6.1	<i>Site Visit Details .....</i>	6
6.2	<i>Site Visit Questions .....</i>	7
<b>7.0</b>	<b>SUBMITTAL PROCESS .....</b>	<b>7</b>
7.1	<i>RFQ Questions .....</i>	7
7.2	<i>RFQ Addendum .....</i>	7

<b>8.0</b>	<b>PROJECT REQUIREMENTS</b> .....	<b>8</b>
8.1	<i>Scope of Work</i> .....	8
8.2	<i>Schedule of Work and Budget</i> .....	8
8.3	<i>Project Staff</i> .....	8
<b>9.0</b>	<b>SUBMITTAL REQUIREMENTS</b> .....	<b>8</b>
<b>10.0</b>	<b>CONSULTANT EVALUATION PROCESS</b> .....	<b>9</b>
10.1	<i>Evaluation Criteria</i> .....	9
10.2	<i>Interviews</i> .....	9
10.3	<i>Selection Process</i> .....	10
<b>11.0</b>	<b>SUBMITTAL GUIDELINES</b> .....	<b>10</b>

# REQUEST FOR QUALIFICATIONS 2017-132

## ENGINEERING AND/OR ARCHITECTURAL SERVICES FOR DEVELOPMENT OF A MASTER PLAN, PRELIMINARY FACILITY DESIGN, AND COST ESTIMATE FOR THE SILVERDALE RECYCLING AND GARBAGE FACILITY

**MANDATORY SITE VISIT: TUESDAY, JUNE 6, 2017 AT 9:00 A.M.**

**RESPONSE DEADLINE: TUESDAY, JUNE 27, 2017 AT 3:00 P.M.**

### 1.0 PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division is requesting Statements of Qualifications from qualified Consultants to provide Engineering and/or Architectural Services for the Development of a Master Plan, Preliminary Facility Design, and Cost Estimate for ongoing operations at the Silverdale Recycling and Garbage Facility, a rural solid waste drop box facility located in Kitsap County, Washington.

### 2.0 SITE DESCRIPTION

Kitsap County (the County) has three (3) operating solid waste drop box facilities, Hansville, Olalla, and Silverdale Recycling and Garbage Facilities (RAGFs), which provide opportunities for residents and small businesses to self-haul municipal solid waste (MSW), recyclable materials, and limited household hazardous waste (HHW) for proper disposal. Silverdale RAGF is located at 8843 NW Dickey Road, Silverdale, Washington 98383 and is generally considered to be the busiest of the three (3) drop box facilities currently open and operating in Kitsap County.

Located in central unincorporated Kitsap County, Silverdale RAGF operates on a 36.60 acre parcel (#192501-1-008-2005) owned by Kitsap County and bordered by NW Dickey Road to the South and East and private property to the North and West (shown in Exhibit A: Current Silverdale Recycling and Garbage Facility). The parcel is zoned for industrial use and drop box operations are permitted by the Kitsap Public Health District.

An estimated 5-acres of the parcel are currently used for Silverdale RAGF operations. An upcoming subdivision of the parcel will result in a total of 9.30 acres being available to the Solid Waste Division (SWD) for solid waste facility operations and expansion of Silverdale RAGF, if necessary, as shown in Exhibit B: Proposed Silverdale Recycling and Garbage Facility Parcel.

### 3.0 SITE INFORMATION

#### 3.1 *Site Operations*

Currently, Silverdale RAGF operations are overseen by the SWD and operated by a vendor under contract with the County. The facility is open seven (7) days per week and accepts self-hauled MSW and assorted household recyclable materials, which includes commingled recyclables (mixed containers, mixed paper and newspaper), glass, corrugated cardboard, scrap metal, and appliances (CFC and non-CFC).

Limited HHW is accepted, including used motor oil, spent antifreeze, household and vehicle batteries, and compact fluorescent lamps. Separated sharps are also accepted from residents.

Under several different contracts with the County, vendors pick up materials accepted at the facility, including MSW, recyclables, appliances, and limited HHW, for proper management and disposal. Some HHW, such as batteries, are picked up and managed by SWD staff.

### 3.2 *Site Structures*

Existing onsite structures include:

- One (1) small attendant's booth;
- Three (3) permanent covered sheds for disposal of MSW;
- Several portable collection containers for recyclables;
- Storage tanks for used motor oil and spent antifreeze;
- Fenced pad for collection of white goods (appliances); and
- An intermodal container used as a storage shed for tools and maintenance equipment.

Based on older County records, the existing covered sheds were installed by a private company referred to as Kitsap County Sanitary Landfills, Inc., in approximately 1981 to 1982. Records indicate the attendant's booth was also installed around the same time.

### 3.3 *Site Access*

Access to the Silverdale RAGF is provided by one (1) paved road that enters the property from the South, off of NW Dickey Road, and leads north to facility operations.

There is a branch off the RAGF access road to the West that is used by large commercial vehicles and trucks as an ingress and egress to the adjacent property owner's sand and gravel operations. This results in a portion of the RAGF access road being used jointly by customers, hauling trucks, and large commercial operations vehicles and trucks, encroaching on RAGF operations and creating potential safety issues with customers who are accessing the facility.

### 3.4 *Site Utilities*

#### Septic and Sewer

According to records from Kitsap Public Health District (formerly the Bremerton-Kitsap Health District), the Silverdale RAGF property contains a septic system installed in approximately 1966. No additional Kitsap Public Health District records have been located indicating another septic system on site for operations. Kitsap Humane Society was connected to the sanitary sewer system in April 1999. Silverdale RAGF is not currently connected to the sanitary sewer system.

### Stormwater Management

There are limited existing stormwater management systems currently on the property that are also being used by the adjacent property owner located on the West side. The stormwater management system needs to be evaluated and brought to current standards for stormwater management facilities.

### Electrical

Puget Sound Energy has a right-of-way and power lines that traverse the property from North to South. The remaining portion of the property is generally undeveloped, contains trees and vegetation, with uneven terrain and topography.

## **4.0 PROJECT SCOPE OF WORK**

Structures and facilities at Silverdale RAGF are aging and in need of repairs, upgrades, and/or replacement in the near future. As the busiest of the three (3) RAGFs, the County intends to continue operations at Silverdale RAGF for disposal of MSW, recyclables, limited HHW, and other items, as discussed above. Capacity needs for facility operations should be evaluated for present and future needs. Facility layout needs should also be evaluated and considered for future operations.

The County is soliciting qualifications from interested Consultants for the development of a Master Plan to evaluate the needs and alternatives for continued Silverdale RAGF operations, to develop a preliminary design for the County's selected alternative, and for an estimate of the costs of final design and construction.

A general scope of work for this project includes:

- **Task 1:** Assess and evaluate the current status of the site property, including facilities, operations, capacity, facility layout, and roads
- **Task 2:** Identify and evaluate necessary repairs, upgrades, and/or replacement alternatives for the facility, structures, and operations
- **Task 3:** Rank alternatives and recommend a preferred alternative to best meets the County's needs
- **Task 4:** Prepare a Master Plan based on the analysis and alternative selected by the County
- **Task 5:** Develop a preliminary facility design and cost estimate to implement the alternative(s) selected by the County
- **Task 6:** Prepare Project Deliverables
- **Task 7:** Manage task activities as outlined above to ensure timely implementation of a County-approved schedule and adherence to a County-approved budget

### ***Task 1: Assess and evaluate the current status of the site property, including facilities, operations, capacity, facility layout, and roads***

Silverdale RAGF is an aging facility and in need of repairs, upgrades and/or replacement of the structures and an evaluation of the facility operations and layout for long-term operations. The

assessment should evaluate the current facility and the effectiveness of the current structures to meet operational needs for a planning period of 30 years. Each facility/structure associated with Silverdale RAGF operations should be identified and assessed as to current conditions and operational capacity.

Items identified to be included as part of the assessment should include (but are not limited to):

- Existing facility structures;
- Facility operational capacity;
- Potential expansion of operations to meet future solid waste and recycling growth;
- Facility layout, roads, and traffic flow;
- County setbacks and easements;
- Utilities and infrastructure;
- Sewer hook-up capabilities and options;
- Fiber optic/internet availability and options; and
- Potential use of scales for future operations.

The permanent covered sheds currently in place for disposal of MSW should remain in the current location. The remaining structures and facilities should be evaluated for condition, property usage, location, safety, maintenance, and other criteria that could impact the County's continued long-term operations. The ingress and egress roads and traffic should be assessed for capacity, operations, maintenance, and safety concerns. Additional areas identified by the selected Consultant that may apply to the County's evaluation and long-term operations should be considered. The County will work with the selected Consultant to further identify areas and items to be evaluated.

***Task 2: Identify and evaluate necessary repairs, upgrades, and/or replacement alternatives for the facility, structures and operations***

Based on the assessment conducted in Task 1, specific items should be identified and up to three (3) alternatives should be prepared and provided to the SWD. The alternatives should be evaluated and described, including identification of key factors and features that could impact the County's review and selection of an alternative.

***Task 3: Rank alternatives and recommend a preferred alternative that best meets the County's needs***

Considering the alternatives and regulatory evaluations from the tasks above and best professional judgment, the selected Consultant will rank up to three (3) alternatives that best meet the County's solid waste needs identified in Task 1. From the ranking, the Consultant will recommend a preferred alternative for County review and consideration. The recommended alternative should include a basis for the recommendation. Based on this ranking and recommendations, the County will select a preferred alternative for preparation of a Draft Master Plan, Preliminary Design and Cost Estimate.

**Task 4: Prepare a Master Plan based on analysis and alternative selected by the County**

Based on the analysis and recommendations and the County’s selection of an alternative, the selected Consultant will prepare a solid waste and facility Master Plan to meet the County’s long term needs and goals. The Master Plan must address applicable regulations including permitting requirements applicable to the operations, facilities, and proposed alternatives, such as federal, state, and local laws, regulations, and ordinances. Guidance published by applicable agencies should be considered in this task.

**Task 5: Develop a Preliminary Facility Design and Cost Estimate to implement the alternative selected by the County**

Based on the Master Plan, the selected Consultant will develop a preliminary design and draft cost estimate to implement the selected alternative for long-term operations of the Silverdale RAGF. The design and cost estimate will provide technical information to the SWD for the County to identify steps and requirements to proceed to a full design and implementation of the selected alternative that will be prepared at a later date and under a separate contract not associated with this RFQ.

An outline should be submitted to the County for review and approval prior to preparation of the preliminary design and draft cost estimate. This allows the selected Consultant and the County to agree on the format and presentation of the documents prior to starting the task and document preparation.

**Task 6: Prepare Project Deliverables**

Deliverables identified to be prepared and submitted by the selected Consultant as part of this project are identified in Table 1.

**TABLE 1: PROJECT DELIVERABLES**

<b>Deliverable</b>	<b>Schedule and Due Date</b>	<b>Quantity/Media</b>
Detailed Scope of Work, Budget, and Schedule	Within 21 calendar days of Notice of Award from the County	3 Printed copies 1 MS-Word copy 1 pdf copy
Draft Alternative Analysis	Within 60 calendar days of receipt of a County-approved contract	3 Printed copies 1 MS-Word copy 1 pdf copy
Draft Master Plan	Within 45 calendar days of receiving County selection of an alternative and comments on the Draft Alternatives Analysis	3 Printed copies 1 MS-Word copy 1 pdf copy
Draft Preliminary Design and Cost Estimate	Within 45 calendar days of receiving County selection of an alternative and comments on the Draft Alternatives Analysis and Draft Master Plan	3 printed copies 1 MS-Word copy 1 pdf copy



<b>Deliverable</b>	<b>Schedule and Due Date</b>	<b>Quantity/Media</b>
Final Alternative Analysis	Within 30 calendar days of receiving County comments on the Draft Alternative Analysis	3 Printed copies 1 MS-Word copy 1 pdf copy
Final Master Plan	Within 30 calendar days of receiving County comments on the Draft Master Plan	3 Printed copies 1 MS-Word copy 1 pdf copy
Final Preliminary Design and Cost Estimate	Within 30 calendar days of receiving County comments on the Draft Preliminary Design and Cost Estimate	3 Printed copies 1 MS-Word or Excel copy 1 pdf copy
Monthly Project Status Reports & Invoices	Monthly	1 Printed or emailed copy

***Task 7: Manage task activities as outlined above to ensure timely implementation of a County-approved schedule and adherence to a County-approved budget***

Upon execution of the contract, the selected Consultant will manage and adhere to the County-approved Scope of Work based on the tasks outlined above, including the agreed to Budget and Schedule.

**5.0 CONTRACT TERM AND SCHEDULE**

All services awarded through this solicitation shall commence upon contract execution and extend through completion of the project. The contract term and schedule will be determined with the selected Consultant, as part of the awarded contract, including the project specific Scope of Work, Budget, and Schedule of Work, and developed in conjunction with the County.

The County’s anticipated completion date for services awarded from this solicitation is March 31, 2018. The County intends to expedite the award and implementation of the contract.

The selected Consultant will be required to adhere to the Professional Services contract format and carry the required minimum insurance, as shown in Exhibit C: Draft Contract, throughout the duration of the project.

**6.0 MANDATORY SITE VISIT**

*6.1 Site Visit Details*

A Mandatory Site Visit of Silverdale RAGF will be held **on Tuesday, June 6, 2017 at 9:00 A.M.** Silverdale RAGF is located at 8843 NW Dickey Road, Silverdale, Washington 98383. Directions to the Silverdale RAGF are provided in Exhibit D: Mandatory Site Visit Information.

In order to plan accordingly, the County requests interested Consultants notify the County of their intent to participate in the site visit. Notifications should be received *in writing via email* by **3:00 P.M. on Monday, June 5, 2017** and should be directed to:

Keli McKay-Means  
Projects & Operations Manager  
Kitsap County Public Works Solid Waste Division  
[kmckay-means@co.kitsap.wa.us](mailto:kmckay-means@co.kitsap.wa.us)

A maximum of three (3) representatives from each potential respondent team are authorized to attend the site visit. Photographs are allowed during the site visit. The site visit will involve walking around the grounds and is expected to take approximately one (1) hour. Personal Protective Equipment (PPE) including closed-toe shoes and safety vests must be worn by all attendees while onsite. Those attending should provide their own PPE for the site walk.

#### 6.2 Site Visit Questions

All questions and answers will be transcribed by a County representative and included in an Addendum to be published as described in Section 7.2 below. If information pertaining to the question(s) is readily available during the Q&A session, answer(s) will be provided to all attendees and transcribed. If information is not available during the Q&A session, the question(s) will be transcribed and the answer(s) will be included in the Addendum. **PLEASE NOTE: Depending on the number of Attendees at the site visit, logistical constraints may require ALL site visit questions be submitted in writing, as described in Section 7.1 below.**

### 7.0 SUBMITTAL PROCESS

#### 7.1 RFQ Questions

Questions regarding this solicitation, the project scope of work, and/or any and all questions not addressed at the site visit must be submitted *in writing via e-mail* by **3:00 p.m. on Friday, June 9, 2017** and should be directed to:

Keli McKay-Means, Projects & Operations Manager  
Kitsap County Public Works Solid Waste Division  
[kmckay-means@co.kitsap.wa.us](mailto:kmckay-means@co.kitsap.wa.us)

#### 7.2 RFQ Addendum

Responses to all questions will be published as an Addendum to this RFQ on or before **Wednesday, June 14, 2017**. The Addendum will also be posted on the County's [Bid Opportunities website](http://www.kitsapgov.com/purchasing/bids.htm) ([www.kitsapgov.com/purchasing/bids.htm](http://www.kitsapgov.com/purchasing/bids.htm)).

Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

## **8.0 PROJECT REQUIREMENTS**

### *8.1 Scope of Work*

The selected Consultant will be required to provide a detailed Scope of Work to complete all service and work presented in the tasks outlined above.

### *8.2 Schedule of Work and Budget*

The selected Consultant will be required to provide a schedule and proposed hours for review and approval by the County for the various tasks identified in the Scope of Work above. For planning purposes, the schedule should assume 30 calendar days review time by County staff for deliverables identified in Table 1.

### *8.3 Project Staff*

The selected Consultant's Project Manager is expected to be committed for the duration of the proposed project, unless approved by the County.

## **9.0 SUBMITTAL REQUIREMENTS**

Submitted responses must include the following information:

1. A brief introductory letter of interest stating the Consultant's interest in the project;
2. Pertinent contact information, including the Consultant's name, phone number(s), and email address, names of the principal in charge and the project manager, names of the key personnel proposed to be involved, and all proposed sub-consultants and their relevant contact information;
3. A detailed Scope of Work that outlines how the Consultant would achieve the project tasks outlined in this RFQ. The Scope of Work should be a clear, concise statement of the approach to be taken to achieve the requirements and expectations of this project and demonstrate the Consultant's understanding of the project goals and objectives;
4. A detailed Level of Effort estimate that outlines how the Consultant would achieve project tasks outlined in this RFQ. The Consultant should prepare a level of effort spreadsheet that contains line items for each major task to be performed with the estimated staff hours per task to be expended in that effort. The level of effort spreadsheet will be used to evaluate and compare the County's understanding of the Scope of Work with the Consultant's proposal;
5. A detailed Statement of Qualifications demonstrating the Consultant's experience and expertise developing and completing similar projects as outlined above. Identify up to five (5) projects of similar complexity and magnitude conducted by staff and/or the Consultant within the past five (5) years. Each project description should not exceed one (1) page in length. Provide references and a current phone number for each project identified;

6. A statement of experience and capabilities of the proposed project staff, including names and qualifications of key staff identified to work for the duration of the project. Provide resumes for key staff and any sub-consultants who are proposed to work on the project. Each resume should not exceed two (2) pages in length. The Project Manager is expected to be committed for the duration of the project, unless approved by the County;
7. Of the projects listed in Item 5 above, identify the involvement of proposed project team members for whom resumes have been submitted;
8. A list of sub-consultants, if any, and their specific involvement on this project. Identify no more than three (3) projects of similar complexity and magnitude undertaken by the sub-consultant in the past five (5) years, including references and a current phone number for each project. Each identified sub-consultant project should not exceed one (1) page in length;
9. A current copy of the Consultant's Certificate of Insurance showing evidence of proper insurance, including the required levels shown in Exhibit C: Draft Contract; and

## **10.0 CONSULTANT EVALUATION PROCESS**

### *10.1 Evaluation Criteria*

Submittals received on or before the stated closing date will be reviewed and evaluated according to the criteria provided below:

- |   |           |
|---|-----------|
| 1. Consultant's demonstrated understanding of the project and the County's goals and objectives as demonstrated in the project description and scope of work submitted as part of the Statement of Qualifications   | 30 points |
| 2. Experience and qualifications of key personnel assigned to work on this project including experience with projects of similar complexity and requirements and a demonstrated ability of the Consultant to perform high quality work, to control costs, and to meet schedules on similar projects | 30 points |
| 3. Level of effort anticipated to complete the project  | 20 points |
| 4. Knowledge and experience with Kitsap County or similar agency projects, plans, specifications, estimates and/or contract practices   | 10 points |
| 5. Approach to quality control and project management as demonstrated in the Statement of Qualifications and overall quality of the proposal.   | 10 points |

### *10.2 Interviews*

A County committee will evaluate each submittal based on the criteria above. Following the evaluation, the committee may:

- Make a recommendation to the Kitsap County Public Works Director and request authority to negotiate a contract based on the submittals received; or

- Request additional information from Consultants whose responses appear to have the greatest likelihood of success; and/or
- Invite one (1) or more Consultants whose responses appear to have the greatest likelihood of success to attend an interview and then make a recommendation to the Kitsap County Public Works Director and request authority to negotiate a contract.

If conducted, interview questions will be provided in advance to all consultants selected. The consultants will be evaluated based on the answers and technical information provided during the interview.

### 10.3 Selection Process

Subsequent to the deadline for acceptance of the Statement of Qualifications and using the evaluation criteria and weights indicated above, the County will evaluate all received proposals and will determine rankings based upon the materials submitted and oral interviews, if deemed necessary by the County.

The County will contact the consultant with the highest ranked proposal and request a detailed Scope of Work and proposed Budget. If an agreement cannot be reached with the top ranked consultant, the County will contact the consultant with the next ranked proposal and attempt to reach an agreement. The process will repeat until an agreement is reached with a responding consultant.

## 11.0 SUBMITTAL GUIDELINES

Proposers are solely responsible for all costs incurred in the development and submission of the response to this Request for Qualifications (RFQ) or any other presentations whether in response to this RFQ or to any subsequent requirements of the consultant selection and contract negotiation process. All materials submitted in the response to this RFQ become the property of Kitsap County.

Proposers must submit **four (4)** copies of their proposal, addressing all submittal requirements, with the RFQ Number, the date and time of the response deadline, and the name and address of the respondent clearly stated on the outside of the envelope.

Proposals for additional Kitsap County open bid opportunities must be submitted separately. Proposals must be submitted by mail or delivery only. Faxes or emails will not be accepted.

Please submit by mail to:  
Colby Wattling, Buyer  
Kitsap County Purchasing Office  
614 Division Street, MS-7  
Port Orchard, WA 98366

**OR**

Hand deliver to:  
Colby Wattling, Buyer  
Kitsap County Administration Building  
Purchasing Office – Fourth Floor  
619 Division Street  
Port Orchard, WA 98366

**Proposals must be received no later than 3:00 p.m. on Tuesday, June 27, 2017.**  
**Postmarks will not be accepted.** Proposal(s) received after the specified date and time will automatically be rejected and will not receive any further consideration.

All costs for response preparation and negotiation incurred by the Proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the Proposer.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposal(s) such as:

1. Rejection of any or all proposals.
2. Rejection of any proposals not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Qualifications without issuance of another Request for Qualifications.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the Proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more Proposers for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.

**EXHIBIT A: CURRENT SILVERDALE RECYCLING AND GARBAGE FACILITY**



Comments:

"This map is not a substitute for field survey" Map Scale: 1 inch = 200 feet  
Parcel No: 192501-4-003-2005 Tax Payer: KCPW SILVERDALE RAGF Site Address: MULTIPLE ADDRESSES ON FILE  
2015 Imagery

Kitsap Co. Parcel Search Application



Printed May 2, 2017

**EXHIBIT B: PROPOSED SILVERDALE RECYCLING AND GARBAGE FACILITY PARCEL**



Comments: Parcel No: 192501-1-008-2005 Tax Payer: KCPW SILVERDALE RAGF Site Address: MULTIPLE ADDRESSES ON FILE 2016 Imagery  
\*\* This map is not a substitute for field survey \*\* Map Scale: 1 inch = 100 feet  
Kitsap Co. Parcel Search Application  
Printed May 2, 2017



## **EXHIBIT C: DRAFT CONTRACT**

### **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Professional Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the Contractor).

#### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on \_\_\_\_\_ and terminate on \_\_\_\_\_. 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. SERVICES TO BE PROVIDED**

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will 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 REPRESENTATIVES**

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Contractor's Contract Representative

#### **SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$\_\_\_\_\_.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.

- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

## **SECTION 5. AMENDMENTS AND CHANGES IN WORK**

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

- 6.1 The Contractor will 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 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 Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. Further, if a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then in the event of liability for damages caused by or arising out of the concurrent negligence of the Contractor and the County, its officers, officials, employees or agents, the Contractor's liability shall be only to the extent of the Contractor's negligence.
- 6.2 With regard to any claim 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 will 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 workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract 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 will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions 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 7. INSURANCE

7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 **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 million.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. 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 (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as an additional insured with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.

- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

**7.6 Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will 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.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 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 may not be canceled, or allowed to expire, except on 30-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 must be amended so as not to negate the intent of this provision.
- C. The Contractor will 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.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will 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

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

## **SECTION 8. TERMINATION**

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 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 the Contract.

## **SECTION 10. INDEPENDENT CONTRACTOR**

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will 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 will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

## **SECTION 11. NONDISCRIMINATION**

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

## **SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

## **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

## **SECTION 14. DISPUTES**

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

## **SECTION 15. CONFIDENTIALITY**

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

## **SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

## SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **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 the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **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. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will 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 the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three 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.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

## EXHIBIT D: MANDATORY SITE VISIT INFORMATION

A Mandatory Site Visit of Silverdale Recycling and Garbage Facility will be held on Tuesday, June 6, 2017 at 9:00 A.M. Silverdale RAGF is located at 8843 NW Dickey Road, Silverdale, Washington 98383.

A maximum of three (3) representatives from each potential respondent team are authorized to attend the site visit. Photographs are allowed during the site visit. The site visit will involve walking around the grounds and is expected to take approximately one (1) hour. Personal Protective Equipment (PPE) including closed-toe shoes and safety vests must be worn by all attendees while onsite. Those attending should provide their own PPE for the site walk.

All questions and answers will be transcribed by a County representative and included in an Addendum. If information pertaining to the question(s) is readily available during the Q&A session, answer(s) will be provided to all attendees and transcribed. If information is not available during the Q&A session, the question(s) will be transcribed and the answer(s) will be included in the Addendum. **PLEASE NOTE: Depending on the number of Attendees at the site visit, logistical constraints may require ALL site visit questions be submitted in writing.**

### Directions from the North

Take WA-3 S towards Silverdale. Take Exit 43, NW Newberry Hill Road. Turn RIGHT onto NW Newberry Hill Road. Cross the railroad tracks and continue up the hill. At the top of the hill, turn RIGHT onto NW Dickey Road. Drive approximately 0.5 miles and Silverdale Recycling and Garbage Facility is on your LEFT, just after the sharp right turn.

### Directions from Bremerton Ferry

Follow traffic through the Bremerton Tunnel and continue on WA-304 W/Burwell Street. Continue LEFT at signal onto WA-304 W/Charleston Blvd. EXIT ONLY RIGHT to WA-3 N towards Silverdale. Take Exit 43, NW Newberry Hill Road. Turn LEFT at the signal onto NW Newberry Hill Road. Cross under the freeway, cross the railroad tracks, and continue up the hill. At the top of the hill, turn RIGHT onto NW Dickey Road. Drive approximately 0.5 miles and Silverdale Recycling and Garbage Facility is on your LEFT, just after the sharp right turn.

### Directions from South

From Interstate 5, take WA-16 W towards Gig Harbor/Bremerton. WA-16 W becomes WA-3 N. Continue on WA-3 N towards Silverdale. Take Exit 43, NW Newberry Hill Road. Turn LEFT at the signal onto NW Newberry Hill Road. Cross under the freeway, cross the railroad tracks, and continue up the hill. At the top of the hill, turn RIGHT onto NW Dickey Road. Drive approximately 0.5 miles and Silverdale Recycling and Garbage Facility is on your LEFT, just after the sharp right turn.