



2026-014
REQUEST FOR PROPOSALS
INSTRUCTIONS

PURCHASING DEPARTMENT
619 DIVISION ST. MS-7
PORT ORCHARD, WA 98366
PHONE: (360) 337-4788

Materials and/or Service Requested: Kitsap County – Vessel Turn in Program

The Kitsap County Department of Community Development (DCD) is requesting proposals from qualified offerors to provide services for a Kitsap County Vessel Turn in Program event. These services include coordinating land and water-based transportation of vessels to a staging and dismantling site(s); preparing vessels for dismantling; handling and disposal of hazardous materials, black water, and bilge water; dismantling vessels; and recycling, disposing, or salvaging vessel materials and components. Qualified offerors must hold or obtain all applicable permits during the Vessel Turn In Program event

Schedule of Events: The following is County’s best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

| ITEM | DUE DATE, TIME, AND LOCATION |
|----------------------------------|------------------------------------|
| Issuance of Request for Proposal | Monday April 6, 2026 |
| Written Questions Due | Wednesday April 15, 2026 @12:00 PM |
| Addendum Issued | Wednesday April 22, 2026 |
| Proposal Due Date | Wednesday April 29, 2026 @2:00 pm |
| Demonstrations | Will schedule if deemed necessary |

COUNTY POINT OF CONTACT. Questions and correspondence regarding the Solicitation shall be directed to the Purchasing Supervisor.

Mailing Address for USPS delivery:

Glen McNeil, Purchasing Supervisor
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789

Email: Purchasing@kitsap.gov

www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

Glen McNeil, Purchasing Supervisor
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, BIDDER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION. NEGLIGENCE IN PREPARING A PROPOSAL CONFERS NO RIGHT OF WITHDRAWAL AFTER THE PROPOSAL DUE DATE AND TIME.

TABLE OF CONTENTS

| | |
|---|---|
| 1. Definitions ----- | 3 |
| 2. Pre-Proposal Conference, ADA Accommodations ----- | 3 |
| 3. Questions, Communications ----- | 3 |
| 4. Proposal Due Date, Time ----- | 3 |
| 5. Format, Submission, Copies, Signature ----- | 4 |
| 6. Acceptance of Terms and Conditions ----- | 4 |
| 7. Addenda ----- | 4 |
| 8. Conflict with Addenda ----- | 4 |
| 9. Exceptions, Assumptions ----- | 4 |
| 10. Costs, Taxes ----- | 5 |
| 11. Rejection, Waiver ----- | 5 |
| 12. Non-Responsive Proposals ----- | 5 |
| 13. Preparation Costs ----- | 5 |
| 14. Acceptance Period ----- | 5 |
| 15. Acceptance Does Not Bind County ----- | 5 |
| 16. County Right to Withdraw or Amend ----- | 5 |
| 17. Bidder's Withdrawal or Modification ----- | 5 |
| 18. Bidder's Responsibilities ----- | 6 |
| 19. Serial Numbers ----- | 6 |
| 20. Brand Names, Equivalents ----- | 6 |
| 21. Silence or Omission ----- | 6 |
| 22. Descriptive Literature ----- | 6 |
| 23. Test Models, Samples ----- | 6 |
| 24. Non-Exclusive Contract ----- | 6 |
| 25. Firm Pricing ----- | 7 |
| 26. Applicable Law ----- | 7 |
| 27. Compliance with Laws ----- | 7 |
| 28. Interlocal Purchasing Agreement ----- | 7 |
| 29. Discussions ----- | 7 |
| 30. Applicable Laws ----- | 7 |
| 31. Interviews, Demonstrations ----- | 7 |
| 32. Contract Terms ----- | 7 |
| 33. Negotiation, Award ----- | 7 |
| 34. Licenses, Certifications, Business Standing ----- | 8 |
| 35. Background, Security Investigations ----- | 8 |
| 36. Conflict of Interest ----- | 8 |
| 37. Debarment ----- | 8 |
| 38. Gratuities, Kickbacks ----- | 8 |
| 39. Public Records, Confidential Information ----- | 8 |
| 40. Compliance with Funding Requirements ----- | 8 |
| 41. Subcontractors ----- | 9 |
| 42. Reference Checks ----- | 9 |
| 43. Protests ----- | 9 |
| 44. Proposal Contents ----- | 9 |

EXHIBITS

| | | | |
|-----------|----------------------------|-----------|-----------------------|
| Exhibit A | SCOPE OF WORK | Exhibit E | CONTRACTOR REFERENCES |
| Exhibit B | COST PROPOSAL FORM | Exhibit F | SAMPLE CONTRACT |
| Exhibit C | PROPOSAL CERTIFICATION | Exhibit G | |
| Exhibit D | EXCEPTIONS AND ASSUMPTIONS | Exhibit H | |

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
 - A. Addenda means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
 - B. Bid or Proposal means the offer submitted by a Bidder in response to this Solicitation.
 - C. Bidder means the person or entity submitting a proposal in response to the Solicitation.
 - D. 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 Bid Instructions, scope of work, specifications, all exhibits, any County clarifications and addenda, the Contractor's proposal as accepted by County, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
 - E. Contractor means the person or entity awarded a Contract resulting from the Solicitation.
 - F. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
 - G. 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 the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Pre-Proposal Conference, ADA Accommodations. County may hold a pre-proposal conference to answer questions regarding the Solicitation requirements. Requests for reasonable ADA accommodations should be directed to the Purchasing Supervisor at least five (5) days prior to the pre-proposal conference date.
3. Questions, Communications. All communications concerning the Solicitation must be in writing directed to the Purchasing Supervisor and identify the Solicitation number, page, and section number. Bidders are to obtain written clarification from the Purchasing Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve Bidder of any responsibilities under the Solicitation or subsequent Contract. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Only answers to questions communicated in an issued Addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from**

the Purchasing Supervisor may be disqualified.

4. Proposal Due Date, Time. Proposals must be received by the Purchasing Office at the specified location by the Proposal due date and time. Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of the County.
5. Format, Submission, Copies, Signature
 - A. 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), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
 - B. Proposals are to be submitted to the Purchasing Supervisor at the address identified on the Solicitation in a sealed envelope/package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside. Proposals submitted by email or fax are not considered. Flash drives and thumb drives are acceptable. All exhibits and Addenda are signed by a person authorized to sign on behalf of Bidder. Unsigned Proposals are rejected as incomplete.
 - C. Bidders shall submit: **one (1) original**, marked "original", and **one (1) electronic copy in the form of a flash drive** of their Proposal.
 - D. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
 1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
 2. Partnership. Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature).
 3. Limited Liability Company. Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
 4. Joint Venture. Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
6. Acceptance Of Terms And Conditions. Submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
7. Addenda. Bidders are responsible for checking for Addenda, which will be posted on County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Proposal Certification form and submit all signed Addenda and completed exhibits with the Proposal.
8. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
9. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. **Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal.** The absence of an identified exception or assumption on the form shall mean Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. Proposals with a material exception or deviation to any Solicitation requirement may be rejected.
10. Costs Proposal, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. 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 goods. All prices shall include freight FOB destination, freight included to the designated delivery point. County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees and other charges not identified on the Cost Proposal form shall be the responsibility of Bidder.

11. Rejection, Waiver. County in its sole discretion retains the right, without penalty, to reject some or all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities.
12. Non-Responsive Proposal. County in its sole discretion retains the right, without penalty, to any Proposal, in whole or in part, as nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and/or f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
13. Preparation Costs. Bidder understands and agrees County is not responsible for any costs incurred by Bidder in the preparation or submission of a Proposal including without limitation costs associated with demonstrating, presenting, or negotiating in response to the Solicitation.
14. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
15. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
16. County Right to Withdraw or Amend. County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to County.
17. Bidder's Withdrawal or Modification. Bidder may modify or withdraw a submitted Proposal prior to the due date and time. A request to modify or withdraw a Proposal must be in writing, signed by Bidder's authorized representative and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal due date and time.
18. Bidder Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder and must be included in Bidder's response to the Solicitation.
19. Serial Numbers. Equipment included in a Proposal shall possess the original unaltered manufacturer's serial number. County, throughout the Contract term, reserves the right to reject any altered equipment.
20. Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers (collectively "Identifiers") in the Solicitation are intended to indicate the level of quality, design, or performance desired. Proposals with equivalent products of equal or greater quality, design or performance may be considered. Proposals must clearly describe alternate Identifiers and indicate how it differs from the product specified in the Solicitation; and include complete and sufficient descriptive literature and specifications to enable a full and fair determination of whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. County has the sole discretion to accept or reject any like item and may require Bidder to provide additional information and/or samples. If a Proposal does not otherwise specify, it is understood that the referenced Identifiers will be provided under the Contract.

21. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall mean 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 Solicitation shall be made based of this statement.
22. Descriptive Literature. All Proposals are to include complete manufacturer's descriptive literature regarding the equipment, goods and services proposed. Literature shall provide sufficient detail to allow full and fair evaluation of the Proposal submitted.
23. Test Models, Samples. County may request any or all Bidders to provide a test model or sample of the product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. County is not responsible for any damages that may occur to any model or sample supplied for testing.
24. Non-Exclusive Contract. County intends to award one contract and does not anticipate multiple awards. Regardless, County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of County. Contracts resulting from the Solicitation are not exclusive service agreements.
25. Firm Pricing. Prices will be firm for the Contract duration identified in the Solicitation unless the solicitation specifically provides otherwise.
26. Applicable Laws. The Solicitation, Proposal, and Contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
27. Compliance with Laws. Contractor and its Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding, execution, delivery, and performance of the Contract, regardless of whether they are referred to by County.
28. Interlocal Purchasing Agreements. This is for information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with the County may purchase from County contracts. Bidder has the option to agree to sell additional items at the Proposal prices, terms, and conditions, to other eligible governmental agencies. County has no responsibility for the payment of such purchases. Should Bidder impose additional costs for such purchases, Bidder is to name such additional pricing as a supplement to their Proposal.
29. Discussions. County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of, and responsiveness to, Solicitation requirements.
30. Interviews, Demonstrations. County reserves the right, but not the obligation, to conduct interviews and/or demonstration with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria.
31. Contract Terms. Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions form is considered acceptance. County reserves the right

to add terms and conditions during Contract negotiations.

32. Negotiations, Award. Negotiations are scheduled at County's convenience. Should the evaluation process result in a top-ranked Proposal, County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to County.
33. Licenses, Certifications, Business Standing. Bidders, 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 proposal and for the Contract duration. A Contractor whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSSC) must remain in good standing with the WSSC during the Contract term. An out-of-state firm must file necessary documents with the WSSC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSSC and the state where the original documents were filed.
34. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
35. Conflict of Interest. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter 72.23 RCW.
36. Debarment. Bidder certifies, by submission of the Proposal, that Bidder fully complies with Federal, State, and County certification requirements for debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment, Suspension and implemented at 34 CFR, Part 85.
37. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
38. Public Records, Confidential Information. All Proposals and other materials submitted are County property for use as it deems appropriate and subject to release pursuant to the Public Records Act (Act), Chapter 42.56 RCW. Bidders are to clearly identify in a Proposal any specific information claimed to be confidential or proprietary. If the County receives a request under the act to inspect the information clearly identified by Bidder as exempt from disclosure, COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. COUNTY WILL RELEASE THE RECORDS UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER. COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF A BIDDER. County will not be liable to Bidder for releasing records that have been marked by Bidder as exempt.
39. Compliance with Funding Requirements. If the procurement involves the expenditure of state or federal financial assistance or grant funds, Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable even if not set forth in the Solicitation.
40. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.

41. Reference Checks. County may conduct reference checks to verify and validate Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. County may also obtain reference checks, in addition to those provided by Bidder, relevant to the Solicitation requirements and prospective working relationship with Bidder. Provide four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.
42. Protests. All protests shall comply with the procedures adopted by the Purchasing Division. KCC 4.116.050. County has no obligation to postpone Contract award pending resolution of a protest.
43. Proposal Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format identified in the Proposal Contents, Evaluation Criteria exhibit.

END OF INSTRUCTIONS

EXHIBIT A

SCOPE OF WORK

Overview

Kitsap County, in collaboration with the Washington State Department of Natural Resources (DNR) Abandoned and Derelict Vessel Removal Program, will host a Vessel Turn-In Program (VTIP) event in Kitsap County. The VTIP provides vessel owners with a safe, legal, and cost-free opportunity to voluntarily dispose of unwanted vessels before they become abandoned or derelict. The Kitsap County VTIP event will accept **up to 50 vessels measuring 34 feet or less in length.**

Timeline:

- The Vessel Turn In Program event is planned for June - July 2026.

Goals:

- Prevent abandoned and derelict vessels in local waterways
- Protect water quality by reducing pollution risks from neglected boats
- Enhance public safety by removing potential hazards from the community
- Reduce landfilled waste through recycling and salvage, when feasible.

Marketing and Outreach:

- Kitsap County staff will initiate and manage advertisement, outreach, and marketing of the VTIP event.

Scope of Work & Deliverables

1. Event Logistics

- Identify, secure, and manage the designated site(s) for vessel turn-in
- Provide access, staging, and safety infrastructure
- Define date range and timing for receiving and processing vessels, in coordination with Kitsap County and DNR
- Host a vessel dismantling demonstration event or media day for the public to promote marketing and outreach of the VTIP

Assumptions:

- *Port of Bremerton may have upland facility available for staging vessels. If use of this site is necessary, arrangements will be made between Kitsap County and the Port of Bremerton.*
- *Kitsap County staff will coordinate with the Washington Department of Natural Resources Vessel Turn In Program to review and approve VTIP applications ahead of the scheduled VTIP event.*
- *Kitsap County staff will work with the contractor to schedule transportation of vessels that are not delivered by the owner to the staging site(s).*

2. Vessel Intake and Processing

- Coordinate with Kitsap County and vessel owners to schedule drop-offs.
- For vessels not delivered by owner to the VTIP site, arrange land or water-based transportation of vessels to staging and dismantling site.
- Verify intake documentation of vessels.
- All vehicle loads transported by the Contractor or Subcontractor must be covered and secured in accordance with state laws.

Deliverables

- Receipts for towing or transporting to the staging and dismantling site.

Assumption:

- *DNR and Kitsap County will provide vessel information approved for the VTIP event.*

3. Dismantling and Materials Management

- Provide labor, equipment, and expertise to dismantle vessels and manage associated hazardous and general waste materials in accordance with all applicable permits, regulations, and laws.
- Coordinate delivery of recyclable materials to a permitted solid waste handling facility. Facilities must be pre-approved by the County. The Contractor may self-haul recyclables or hire a [registered recyclable materials transporter](#). Recyclables will be processed into raw materials for use in manufacturing.
- Coordinate delivery of garbage materials to a permitted solid waste handling facility. Facilities must be pre-approved by the County. The Contractor may self-haul garbage or hire the solid waste hauler authorized to transport garbage within the jurisdiction. Garbage will be disposed of in a permitted landfill.
- Coordinate delivery of salvaged materials to a salvage yard. Salvaged materials will be reused or repurposed as-is.
- The County may allow waste materials to be used for waste-to-energy or alternative fuel if Bidder can provide evidence of facility compliance with applicable environmental regulations.
- Contain and remove any hazardous materials such as fuel, oil, fire extinguishers, bilge water, and black water prior to dismantling the hull.
- If a vessel was built prior to 1979 it is presumed that asbestos-containing materials, lead paint, and polychlorinated biphenyls (PCBs) may be present and will require an Asbestos Hazardous Emergency Response Act (AHERA) Good Faith Asbestos Survey on the vessel (as well as surveys/testing for lead paint, PCBs, Toxicity Characteristic Leaching Procedure (TCLP) testing, and Universal Waste items as needed). The inspection must be conducted by an AHERA certified inspector, and the lab results processed at a National Voluntary Laboratory Accreditation Program (NVLAP) lab. Any asbestos removal must be conducted by a Labor and Industry-certified asbestos worker. The selected contractor must submit all test results to the County (and DNR) as soon as they are received and before deconstruction.
- All vessels towed on land over the road must be covered and secured in accordance with state laws. Contractors must be in legal compliance with Washington State Department of Transportation height, width, weight restrictions, and all commercial motor vehicle and commercial driver's license regulations as applicable of the Federal Motor Carrier Safety Administration.

Deliverables

- Photos of the vessel's identifying marks such as hull ID number, State registration number, USCG document number, and/or vessel's name. Photos must be submitted to the County and DNR as soon as possible.
- Disposal and/or recycling receipts from permitted solid waste handling facilities. For example, disposal receipts for:
 - universal waste items (fluorescent lights/lamps, batteries, mercury-containing equipment, old exit signs, aerosol cans, propane tanks and other compressed gas cylinders)
 - refrigeration systems
 - fire extinguishers
- Contractor may keep or sell parts of the vessel, but the vessel itself needs to be destroyed. Contractor must provide a copy of all waste ticket receipts associated with the vessel's disposal with the final invoice.
- Itemized list of costs with the invoice (e.g., testing cost)

4. Environmental Safeguards

- Ensure compliance with environmental regulations and permits while conducting work, including asbestos testing
- Contractor or dismantling facility holds required permits to conduct work including but not limited to National Pollution Discharge Elimination System (NPDES) Boatyard General Permit or a Vessel

Deconstruction Permit, hazardous waste transport and handling permit, and handling hazardous waste permits.

Deliverables

- Provide copies or proof of all permits required to conduct vessel dismantling and waste material transportation

5. Contract Management, Reporting, and Documentation

- Submit invoices to Kitsap County including receipts from permitted solid waste handling facilities
- Compile post-event data

Deliverables

- Final event report including:
 - Number of vessels processed including the length, make, hull type, WN# and/or Name, weight, height, width & draft.
 - Before and after photos of vessels
 - Percentage of vessel recycled and disposed
 - Safety and environmental compliance measures (e.g. copy of Vessel Deconstruction Permit, Boatyard General Permit)

Proposal Requirements

Submitted proposal must include the following information:

- Cost Proposal Form (Exhibit B) showing project budget
- Proposal Certification Form (Exhibit C)
- Exceptions and Assumptions Form (Exhibit D) if any taken.
- Detailed Statement of Qualifications showing the Bidder's experience providing similar services and highlighting the Bidder's approach to environmental and pollutant discharge controls for this project
- List of materials proposed for recycling, waste-to-energy, or alternative fuel and descriptions and locations of processors and end-markets.
- List of permitted solid waste handling facilities to be used for garbage and recyclable materials.
- If sub-contractors will be used, identification of the proposed firms(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities.
- Reference and contact information for at least three current or former customers with service needs and/or programs similar in size and scope to Kitsap County (Exhibit E)
- Completion of Identification of Subcontractors Form (Exhibit F), identifying all proposed subcontractors that may provide goods and/or services on behalf of the Bidder under this solicitation
- Copy of the Bidder's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in (Exhibit G), Draft Contract
- Copy of the Bidder's Washington State Contractor's Registration
- Any additional information the Bidder feels addresses the selection criteria

Selection Criteria

Proposals will be evaluated based on the following:

- **(10 pts) Relevant experience:** Demonstrated expertise in vessel dismantling and disposal of similar scale and scope; shows documentation of appropriate and required permits or demonstrates ability to obtain required permits in required timeframe.
- **(30 pts) Capacity and resources:** Demonstrated ability to fulfill responsibilities and requirements as described in the scope of work. Also includes availability of equipment, staff, and facilities to meet event needs.
- **(30 pts) Cost effectiveness:** Competitive pricing and efficient use of funds (provide price per foot of vessel based on vessel structure).
- **(30 pts) Environmental compliance:** Proven track record of safe handling and disposal of hazardous materials and maintains appropriate permits to conduct work

**EXHIBIT B
COST PROPOSAL FORM**

| | |
|---|----------------------------------|
| Category Licensed to remove and Dispose of | |
| Category A – Low Risk Removal up to 35' | |
| Category B – Low Risk Removal & Disposal, up to 35' | |
| Category C – Medium Risk Removal & Disposal, Salvage, 35'-100' | |
| Category D – High Risk Removal & Disposal, 35'-100' | |
| Category E – High Risk Removal & Disposal, Ship Deconstruction, > 65' | |
| | Base Cost Per Vessel type |
| Awarded Categories | |
| Category A – Low Risk Removal up to 35' | |
| Category B – Low Risk Removal & Disposal, up to 35' | |
| Category C – Medium Risk Removal & Disposal, Salvage, 35'-100' | |
| Category D – High Risk Removal & Disposal, 35'-100' | |
| Category E – High Risk Removal & Disposal, Ship Deconstruction, > 65' | |
| | |
| Contract Prices | |
| Site Supervisor (\$/hour) | |
| Administrative Support (\$/hour) | |
| | |
| Prevailing Wage Rates (PW * Markup = Rate) | |
| Vessel Operator | |
| Deckhand | |
| Truck Driver | |
| Heavy Equipment Operator | |
| | |
| Subcontractor Markup | |
| Supplies & Materials Markup | |
| Equipment Rentals Markup | |
| Asbestos Abatement/Removal Markup | |

Prevailing Wage Applies. [Prevailing Wage Rates](#)

**EXHIBIT C
PROPOSAL CERTIFICATION**

All information requested below must be provided. Failure to properly complete, sign and return this Bidder’s Certification form may cause the bid to be rejected. Bidder, through the duly authorized undersigned representative (“Representative”) makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

| BIDDER AND REPRESENTATIVE INFORMATION | | | |
|---|--|-----------------------------------|----------------------------------|
| Legal Name of Bidder: (Provide <i>full legal</i> name) | | | |
| Bidder’s Trade Names | | | |
| Bidder’s Street Address: | | | |
| Bidder’s Website | | | |
| Bidder Organization Type: (Check applicable box) | Corporation: | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
| | Limited Liability Company (LLC): | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
| | Partnership: | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
| | Sole Proprietorship: | <input type="checkbox"/> | |
| State and Date of Formation: | Identify the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington) | | |
| Federal Tax ID No. | | | |
| Washington State UBI No. | | | |
| State Industrial Acct ID No. | | | |
| Name/Title of Bidder’s Representative: | | | |
| Representative’s Address: | | | |
| Representatives Phone Nos | | | |
| Representative’s Email Address: | | | |

| | |
|--|------------------|
| Identify all Addenda received by Bidder: | Addendum No/Date |
| | Addendum No/Date |
| | Addendum No/Date |
| | Addendum No/Date |
| | Addendum No/Date |
| Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, please identify the individual/agency: | |

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation, and agrees to abide by the same. Bidder 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.
2. ACCURACY. 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 Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. LEGAL CONSIDERATION. Bidder understands and acknowledges that it is the Bidder’s responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
4. 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 bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
4. 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. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
5. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any

attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations for the purpose of presenting a bid.

6. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **ninety (90)** days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
7. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
8. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
9. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. PUBLIC RECORDS. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information that has been identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be released to the requestor unless the bidder 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. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that have been marked by the bidder as exempt.
11. INSURANCE. Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.
12. DEBARMENT. Bidder certifies as follows (must check one):
 - NO DEBARMENT*. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; OR
 - DEBARRED*. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
13. CRIMINAL OFFENSE, CIVIL JUDGMENT. Bidder certifies as follows (must check one):
 - NO CRIMINAL OFFENSE, CIVIL JUDGMENT*. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil

judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; **OR**

- CRIMINAL OFFENSE, CIVIL JUDGMENT.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

14. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

- NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

15. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default; **OR**
- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. TAXES. Bidder certifies as follows (must check one):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; **OR**
- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports; **OR**
- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.

18. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):

BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above.

OR

BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid; OR

BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

19. SUBCONTRACTORS. Bidder certifies as follows (must check one):

NO SUBCONTRACTORS. If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; OR

SUBCONTRACTORS. As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

20. REFERENCES. Bidder certifies the references provided to the County have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the County. Bidder hereby authorizes the County (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder further authorizes such individuals and firms to provide references and release such information to the County.

21. REQUIRED LICENSES/CERTIFICATIONS. Bidder certifies that Bidder is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the bid and will remain so throughout the Contract term.

22. AUTHORIZATION. The undersigned certifies that he/she is an authorized representative of the Bidder identified above; is authorized to submit this bid and make these certifications on behalf of the Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____

**EXHIBIT D
EXCEPTIONS AND ASSUMPTIONS**

BIDDER'S 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 a proposal being deemed nonresponsive. Bidders shall identify 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 proposal. Unallowable or questionable Exceptions and/or Assumptions may cause a proposal 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.

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

| Identify All Exceptions and Deviations (<i>check one</i>) | | | | | |
|--|------------------------------|--|--|-------------------|---------------------------|
| <input type="checkbox"/> No Exceptions Requested: Bidder is not requesting exceptions to the solicitation and associated documents. | | | | | |
| <input type="checkbox"/> Bidder requests the exceptions and/or assumptions identified below: | | | | | |
| No | Section, page, and reference | Language to which an Exception or Assumption taken | Provide basis for all Exceptions and Assumptions | Proposed Language | Price and Schedule Impact |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. | | | | | |
| 13. | | | | | |
| 14. | | | | | |
| 15. | | | | | |
| 16. | | | | | |

| | | | | | |
|-----|--|--|--|--|--|
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. | | | | | |
| 21. | | | | | |
| 22. | | | | | |
| 23. | | | | | |
| 24. | | | | | |

Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title

**EXHIBIT E
CONTRACTOR REFERENCE FORM**

BIDDER'S NAME: _____

BIDDERS: Provide at least three (3) references that can verify the Bidder's experience and ability to provide the goods and services identified in the solicitation. Additional pages may be attached if necessary.

| | |
|---|------------------|
| Agency Name: | Contract Period: |
| Contact Person (<i>Name and Title</i>): | |
| Complete Primary Address: | |
| Telephone Number: | E-mail Address: |
| Project Name: | Go Live Date: |
| Modules/Functionality Installed: | |
| Other Comments: | |

| | |
|---|------------------|
| Agency Name: | Contract Period: |
| Contact Person (<i>Name and Title</i>): | |
| Complete Primary Address: | |
| Telephone Number: | E-mail Address: |
| Project Name: | Go Live Date: |
| Modules/Functionality Installed: | |
| Other Comments: | |

| | |
|---|------------------|
| Agency Name: | Contract Period: |
| Contact Person (<i>Name and Title</i>): | |
| Complete Primary Address: | |
| Telephone Number: | E-mail Address: |
| Project Name: | Go Live Date: |
| Modules/Functionality Installed: | |
| Other Comments: | |

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____

**EXHIBIT F
SUBCONTRACTOR IDENTIFICATION FORM**

BIDDER'S NAME: _____

BIDDERS: Provide the following information for all proposed subcontractors that may provide goods and/or services on behalf of the Bidder under this solicitation. Additional pages may be attached if necessary

| |
|----------------------------------|
| Full Legal Name: |
| Address: |
| Contact Person: |
| Telephone No. and Email Address: |
| Service(s)/items Solicited: |

| |
|----------------------------------|
| Full Legal Name: |
| Address: |
| Contact Person: |
| Telephone No. and Email Address: |
| Service(s)/items Solicited: |

| |
|----------------------------------|
| Full Legal Name: |
| Address: |
| Contact Person: |
| Telephone No. and Email Address: |
| Service(s)/items Solicited: |

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____

**EXHIBIT G
SAMPLE CONTRACT**