

	REQUEST FOR QUALIFICATIONS 2026-027	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	SOLICITATION FACE SHEET	

SOLICITATION TITLE

Consultant Services for the Cleanup Action Plan at the closed Hansville Landfill

MATERIALS/SERVICES REQUESTED

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking submittals from qualified consultants for the ongoing implementation of Cleanup Action Plan at the closed Hansville Landfill, Kitsap County, Washington.

CALENDAR OF EVENTS

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

Event	Completion Date and Time
Issuance of Solicitation	Wednesday, August 5, 2026
Mandatory Site Visit	Thursday, August 13, 2026, at 10:00 A.M.
Written Questions Due	Wednesday, August 19, 2026, at 12:00 P.M.
Submission Deadline	Tuesday, September 22, 2026, at 2:00 P.M.
Interviews (if necessary)	Tuesday, October 13, 2026
Contract Executed	December 2026
Estimated Start Date	January 1, 2027

COMMUNICATION CONCERNING THIS SOLICITATION

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

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

OFFER SUBMISSION

Offerors shall submit one (1) electronic copy (flash/thumb drive) and two (2) paper copies of their offer with their submittal. (*Postmarked, facsimile, or emailed offers will not be considered*)

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

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SECTION 1 GENERAL INFORMATION

- 1.1 **QUESTIONS, COMMUNICATIONS.** Questions concerning this solicitation, including but not limited to questions about the solicitation process, the contract terms and conditions, and/or questions resulting from attendance at the site visit, shall not be considered unless submitted ***in writing via email*** to the Purchasing Agent listed on the solicitation face sheet. Written questions will only be accepted until the date and time identified on the solicitation face sheet. Answers to all questions, including those received during the site visit, will be posted as addenda.

Questions to or communications with other Kitsap County staff may disqualify offerors from the evaluation process. Further, all communication shall be in writing. Any oral communications from the offeror will not be considered and oral communications from the County are unofficial and nonbinding, including any answers or statements at the site visit.

All correspondence related to this solicitation shall refer to the solicitation number and any applicable page and section number. Offerors are responsible for asking any questions they may have. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract.

If an offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the offeror has a duty to immediately notify the County of such concern and request modification or clarification.

- 1.2 **LIABILITY FOR ERRORS.** While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
- 1.3 **COUNTY RIGHT TO WITHDRAW OR AMEND.** The County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution when it is in the best interest of or advantageous to the County.
- 1.4 **ADDENDA.** The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the offeror's responsibility to check for addenda and appendices. Offerors shall acknowledge receipt of all addenda on the Acknowledgment Form (Appendix A) and complete and submit all solicitation appendices with the offer. The Acknowledgment Form shall be returned with a signature by a person authorized to sign the offer. Erasures, interlineations, or other modifications in the offer shall be initialed by the authorized person signing the offer. Offers that do not comply with this section may be rejected as non-responsive.
- 1.5 **APPENDICES.** All Appendices or other documents which require information to be filled in must be completed in ink, typewritten, or computer printed.
- 1.6 **CONFLICTS.** If there is a conflict between the terms in this solicitation, the most restrictive terms will control to the extent allowed by law. If there is any conflict between the addenda and the solicitation documents, the document last issued in time controls.

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- 1.7 **NON-RESPONSIVE OFFERS.** The County may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late, unsigned, or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.
- 1.8 **DISCUSSIONS.** The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure the County accurately understands the offer during its evaluation.
- 1.9 **PRICE CLARIFICATIONS.** The County reserves the right to clarify any pricing discrepancies related to assumptions on the part of offerors. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.
- 1.10 **ERRORS AND OMISSIONS.** The County reserves the right to waive non-material irregularities and/or omissions. If the unit price does not compute to the extended total price, the unit price shall govern.
- 1.11 **REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES.**
- All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
 - Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the offer may be rejected as a non-responsive counteroffer. Certain irregularities in an offer may be waived if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.
- 1.12 **REFERENCE CHECKS.** The County may conduct reference checks to verify and validate the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County scoring zero for the reference component in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.

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- 1.13 **ACCEPTANCE IS NOT BINDING.** Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by the parties.
- 1.14 **PUBLIC RECORDS, CONFIDENTIAL INFORMATION.** All offers and other materials submitted to the County in response to this solicitation become the property of the County and subject to release under the Public Records Act (Act), Chapter 42.56 RCW. The County will take into consideration any pages marked "Confidential" with a citation to the claimed exemption under the Act, but all exemption decisions will be in the sole discretion of the County.
- 1.15 **NON-EXCLUSIVE CONTRACT.** Any contract resulting from this solicitation is not an exclusive service agreement. The County reserves the right to contract for the same or similar services with other providers.
- 1.16 **NO OBLIGATION TO PURCHASE.** The County will not guarantee to purchase any specific quantity or dollar amount. Offers that stipulate that the County shall guarantee a specific quantity or dollar amount (e.g., "all-or-none") will be disqualified.
- 1.17 **CONFLICT OF INTEREST.** Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the contract. Such disclosure shall be identified in writing in the offer.
- 1.18 **GRATUITIES AND KICKBACKS.** Offerors and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation.
- 1.19 **NOTICE.** Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
- 1.20 **PERSONNEL.** It is essential that the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
- 1.21 **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION.** Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Offerors are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, offerors are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

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- 1.22 APPLICABLE LAWS. Interested parties are advised that all contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
- 1.23 LICENSES AND CERTIFICATIONS. Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.
- 1.24 INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.

SECTION 2 PREPARING AND SUBMITTING PROPOSALS

- 2.1 MANDATORY SITE VISIT. A mandatory site visit of the closed Hansville Landfill will be held on **Thursday, August 13, 2026 at 10:00 A.M.** Hansville Landfill is located adjacent to the Hansville Recycling and Garbage Facility, located at 7791 NE Ecology Road, Kingston, Washington 98346. Upon arrival at the Hansville Recycling and Garbage Facility, site visit attendees will be directed to the Landfill area. Location information and directions for Hansville Recycling and Garbage Facility are available on the Kitsap County website at: <https://www.kitsap.gov/pw/Pages/wastefacilities.aspx>.

Photographs are allowed during the site visit. The site visit will involve walking around the Landfill grounds and is expected to take approximately sixty (60) minutes. Off-site surface water and groundwater sampling locations will not be part of the site visit. Personal protective equipment (PPE), including safety vests and closed-toe shoes, must be worn by all attendees. Those attending should provide their own PPE for the site visit.

A maximum of two (2) representatives from each offeror team are authorized to attend the site visit. Offerors planning to attend are encouraged to RSVP for the site visit by submitting the full name of attendees in writing via email to the Purchasing Agent a minimum of 24 hours in advance. Any requests for reasonable accommodation for attendance to the site visit should be directed to the Purchasing Agent as early as possible to allow time to make appropriate arrangements.

Any questions during the site visit will be transcribed by a Kitsap County representative and all answers will be posted as addenda. After the site visit, additional questions must be directed **in writing via email only** to the Purchasing Agent at purchasing@kitsap.gov by the written question deadline listed on the solicitation face sheet.

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

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- 2.2 **SUBMISSION.** Offerors must submit **one (1) electronic copy (flash/thumb drive)** and **two (2) paper copies** of their offer with their submittal. Offers must be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope/package provided by the offeror and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope/package. All offers must be received by the County at the specified location by the offer due date and time as listed on the solicitation face sheet. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the offer. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected. Postmarked, facsimile, or emailed offers will not be considered.
- 2.3 **CONTRACT TERMS.** Offerors will be required to sign the Contract attached to this solicitation unless objections to any of the Contract provisions are clearly and expressly set out in the Exceptions and Assumptions form (Appendix B) and the County, in its sole discretion, agrees to the proposed changes. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption form. No alterations of the Contract will be permitted without prior written approval of the County. If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. The absence of identified exceptions or assumptions on the Exceptions and Assumption form shall mean the offeror meets all solicitation requirements in every respect and will execute the contract as shown.
- 2.4 **PROHIBITION OF BIDDER TERMS AND CONDITIONS.** Other than the process identified in Section 2.3 above, an offeror may not submit its own contract terms and conditions in a response to this solicitation. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the submittal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 2.5 **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
- 2.6 **PREPARATION COSTS AND SAMPLES.** The County is not liable for any costs incurred by the offeror the process of responding to this solicitation, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits, or any other activities related to responding to this solicitation.

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- 2.7 **PREPARATION OF OFFER, COSTS AND TAXES.** All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities.

All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.

- 2.8 **ACCEPTABLE FORMATS.** Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the Purchasing Agent.
- 2.9 **ELECTRONIC DOCUMENTS.** The solicitation is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.
- 2.10 **EXAMINATION OF SOLICITATION.** By submitting an offer, the offeror certifies they have considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; that they have carefully read and understood the solicitation package, conditions, and technical requirements; and that they have full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
- 2.11 **OFFEROR WITHDRAWAL OF OFFER.** Offerors may withdraw its offer, either personally or by written request, at any time prior to the offer due date and time. A withdrawn offer may be resubmitted prior to the offer due date and time. All submitted proposals shall be irrevocable after the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the due date and time.
- 2.12 **OFFER ACCEPTANCE PERIOD.** Offers must remain open and valid, and may not be withdrawn, modified, or canceled by the offeror, for **sixty (60) calendar days** following the offer due date and time. The County may request an extension of the offer acceptance period.
- 2.13 **FIRM PRICING.** Prices will be firm for the entire contract period unless otherwise stated in this solicitation or in the contract.

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SECTION 3 EVALUATION AND AWARD

- 3.1 **INTERVIEWS.** The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
- 3.2 **NEGOTIATIONS.** Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked offeror, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
- 3.3 **PROTESTS.** Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed in writing via email with the Purchasing Agent within five (5) days of the issue date of the Notice of Award or Notice of Intent to Award. To be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include:
- The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror.
 - The signature of the protester or its representative.
 - The solicitation number and title under which the protest is submitted.
 - A detailed statement of the legal or factual grounds of the protest including any supporting documentation.
 - The specific ruling or relief requested.

END OF INSTRUCTIONS TO OFFERORS

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	SCOPE OF WORK	

PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division is requesting Statements of Qualifications from qualified consultants for the ongoing implementation of the Cleanup Action Plan at the closed Hansville Landfill, Kitsap County, Washington.

Kitsap County is issuing this Request for Qualifications (RFQ) on behalf of the Potentially Liable Parties (PLPs) for the Hansville Landfill: Kitsap County (the County) and Waste Management of Washington, Inc. (WMW), (each individually Client, and collectively Clients). The County and WMW are responsible for monitoring and cleanup activities related to ground water, surface water, and landfill gas at the Hansville Landfill. The contract will be with Kitsap County and Waste Management of Washington, Inc. (the Clients) and the selected consultant.

The proposed scope of work is for the continued implementation of the selected remedial action at the Hansville Landfill. The remedial action consists of Natural Attenuation of Groundwater with Monitoring and Institutional Controls as described in the Final Remedial Investigation (RI) and Feasibility Study (FS) Reports prepared by Parametrix, Inc. on October 6, 2006, and on June 15, 2009, respectively. The requirements for implementation of the remedial action are described in the Cleanup Action Plan (CAP) prepared by the Washington State Department of Ecology (Ecology) and included as an Exhibit in the Amended Consent Decree (August 5, 2011).

In addition to the CAP, all activities will be conducted in accordance with the existing Compliance Monitoring Plan (CMP) which includes the Sampling and Analysis Plan (SAP), and the Quality Assurance Plan (QAP), prepared by SCS Engineers, Inc. (SCS) on September 15, 2011, and the January 2012 Addendum.

All legal documents, including the CAP, the FS Report, and the CMP, are available on Ecology's website at: <https://apps.ecology.wa.gov/cleanupsearch/site/695>.

Work activities to implement the remedial action, the CAP, and the Scope of Work are not open for negotiation and will be implemented by the selected consultant as directed by the Clients. All activities must be conducted in accordance with all applicable laws and regulations. Applicable or Relevant and Appropriate Requirements (ARARs) are identified in the CAP.

BACKGROUND

Hansville Landfill (the Landfill) is located adjacent to the Hansville Recycling and Garbage Facility at 7791 NE Ecology Road, approximately 4.5 miles south of the community of Hansville on the Kitsap Peninsula. Located on a 73-acre site, the Landfill reportedly received municipal solid waste from the surrounding communities between approximately 1962 and 1989. The Landfill was closed in 1989 according to the Minimum Functional Standards (MFS) for Solid Waste Handling, Chapter 173-304 Washington Administrative Code (WAC).

The Landfill consists of 3 separate disposal units: a 13-acre municipal solid waste landfill; a 4-acre demolition landfill that accepted construction, demolition, and land clearing wastes; and a 1/3-acre septage lagoon that accepted septic tank pumping waste until 1982. All 3 Landfill units are capped with a final cover system.

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An active landfill gas extraction and flaring system was installed in 1991 within the municipal solid waste and demolition landfill units to control the migration of methane. In addition, a surface water drainage control system controls storm water flow and minimizes erosion and offsite migration of sediment-bearing water. Drainage and erosion protection improvements include hydroseeding, culverts, and drainage ditches.

Constituents that have historically been detected at the Landfill are summarized below:

- Vinyl chloride, periodically, in up to 3 downgradient monitoring wells, at concentrations below Drinking Water Standards, but above Groundwater Quality Standards and the Site Cleanup Levels (SCL);
- Arsenic in one groundwater well, at concentrations below Drinking Water Standards, but above Groundwater Quality Standards and the SCL; and
- Manganese in up to 3 downgradient wells, at concentrations above Secondary Drinking Water and Groundwater Standards and the SCL.

Additional background information is provided in the RI Report, FS Report, the Amended Consent Decree, and the CMP, all of which are located on the Ecology website provided above. Additional information regarding detected constituents can also be found on the Ecology website in the Annual Reports as well as data files.

SCOPE OF WORK

The proposed scope of work (SOW) includes tasks and activities the Clients have determined are necessary to complete the implementation of the remedial action as specifically described in the CAP, as well as supplemental tasks necessary for ongoing support at the site.

The 8 primary tasks for implementing the CAP include the following:

- Task 1: Preparation of Site-Specific Health and Safety Plan (HASP)
- Task 2: Quarterly Water Quality Monitoring and Sampling
- Task 3: Landfill Gas Monitoring and Operations & Maintenance
- Task 4: Data Evaluation and Management
- Task 5: Reports
- Task 6: 5-year Review Process
- Task 7: Records Retention
- Task 8: Project Management

In addition, the SOW includes options for the following supplemental task:

- Task 9: Non-Routine Technical and Engineering Support

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	SCOPE OF WORK	

Task 1: Preparation of a Site-Specific Health and Safety Plan (HASP)

The HASP must include all activities related to implementation of the remedial action. The HASP must meet all applicable regulations including the requirements of the Model Toxics Control Act (MTCA), Chapter 70A.305 Revised Code of Washington, and the MTCA Regulations, Chapter 173-340 WAC.

Task 2: Quarterly Water Quality Monitoring and Sampling

As summarized in Appendix C of the CAP (Key Elements of the Compliance Monitoring Plan), quarterly compliance monitoring will be conducted to support the MTCA remedy at the Landfill. Additional background information regarding groundwater at the Site can be found in the Remedial Investigation Report and Feasibility Study Report. The water quality monitoring component includes quarterly sampling of groundwater wells and surface water sampling stations.

The quarterly monitoring events included under this proposal will be scheduled for January (Q1), April (Q2), July (Q3) and October (Q4). This task also provides for laboratory analytical services to support the water quality monitoring under the CAP. All water quality monitoring activities will be conducted under the direction of a current Washington State licensed hydrogeologist (LHG).

Subtask 2.1: Groundwater Monitoring and Sampling

Quarterly groundwater monitoring will be performed at six (6) groundwater monitoring wells as identified in the CAP. One (1) upgradient groundwater monitoring well (MW-5) is located adjacent to the Landfill on NE Ecology Road. Three (3) downgradient groundwater monitoring wells (MW-6, MW-7, and MW-14) are located on the Landfill. Groundwater wells MW-6 and MW-14 are located immediately adjacent to the perimeter access road and easily accessible. MW-7 requires off-road travel through heavy grass for approximately 600 feet from the perimeter access road.

Groundwater monitoring wells MW-12I and MW-13D are located on Port Gamble S'Klallam Tribe (the Tribe) property in undeveloped forest land. The wells are accessed through undeveloped roads. A high clearance 4WD vehicle will be required at times for accessing these two (2) wells.

Access to the Landfill will be provided by the County. Authorization for access to Tribal property is provided for monitoring and sampling activities related to this remedial action only by separate agreement between the Clients and the Tribe. Notification of the monitoring and sampling date and activities will be provided to the Clients, the Tribe, and Ecology a minimum of seven (7) days in advance.

Groundwater monitoring will consist of the collection of water table elevation measurements, low-flow purging and sample collection, and analysis for the field and laboratory parameters detailed in Table C-2 (Groundwater and Surface Water Monitoring Parameters) of the CAP. All groundwater monitoring will be conducted using low-flow sampling techniques. Purge and excess sampling water may be discharged directly to the ground. All activities will be conducted in accordance with the CMP and standard industry practices. Each monitoring well is equipped with a QED bladder-style pump.

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If requested, the selected consultant will allow the Clients, the Tribe, Ecology, and/or Ecology's authorized representative to be present during monitoring and sampling activities. Split or duplicate samples of any sample collected may be taken at that time.

Subtask 2.2: Surface Water Monitoring and Sampling

Quarterly surface water sampling will be performed at a total of four (4) surface water monitoring stations located offsite on Tribal property. The sampling stations (SW-1, SW-4, SW-6 and SW-7(R)) consist of stream headwaters situated hydrologically downgradient (west) of the Landfill. All four (4) surface water monitoring stations are located on Tribal property in undeveloped forest land at stream heads. There are no roads to some of the surface water monitoring stations; access may require hiking as much as 0.5-mile from the nearest roadway. At times, downed trees and brush may be encountered along the access area.

Authorization for access to Tribal property is provided for monitoring and sampling activities related to this remedial action only by separate agreement between the Clients and the Tribe. Notification of the monitoring and sampling date and activities will be provided to the Clients, the Tribe, and Ecology a minimum of seven (7) days in advance.

Grab samples will be collected from each of these surface water locations and tested for the field and laboratory parameters detailed in Table C-2 of the CAP. All activities will be conducted in accordance with the CMP and standard industry practices.

If requested, the selected consultant will allow the Clients, the Tribe, Ecology and/or Ecology's authorized representative to be present during monitoring and sampling activities. Split or duplicate samples of any samples collected may be taken at that time.

Subtask 2.3: Laboratory Services

Laboratory analyses will be conducted for the specific parameters identified in Appendix C of the CAP. All test methods must be sufficient to measure the analyte of interest at the lowest applicable regulatory concentration in the matrix of interest including the Site Cleanup Levels designated in the CAP. All laboratory analysis must be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted. The Clients may elect to contract directly for laboratory services.

Appendix C of the CAP parameters to be analyzed quarterly include arsenic (low level), manganese, chloride, ammonia, nitrate, nitrite, bicarbonate, carbonate, alkalinity, sulfate, total organic carbon, orthophosphate, and vinyl chloride (by SIM). A full EPA method 8260 scan for VOCs will also be conducted annually as part of the first quarterly event of each year.

Subtask 2.4: Additional Monitoring Support Services

The Clients may seek approval from Ecology to reduce the frequency, number of samples, sample sites, and/or parameters sampled. The selected consultant shall support these efforts.

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Task 3: Landfill Gas Monitoring and Operations & Maintenance

An active landfill gas collection and control system (GCCS) is located on the Landfill as described in the RI Report and FS Report. Landfill gas (LFG) will be monitored quarterly for parameters as identified in Appendix C of the CAP. Background information regarding the LFG system at the Landfill can be found in the RI Report and FS Report.

This task provides for routine operation and maintenance of the GCCS, including monthly wellhead/blower checks for system status and functionality. In addition, an allocation is provided for limited additional labor and material to cover non-routine operations and maintenance of the GCCS.

Notification of the monitoring date and activities will be provided to the Clients, the Tribe, and Ecology a minimum of seven (7) days in advance. If requested, the selected consultant will allow the Clients, the Tribe, Ecology and/or Ecology's authorized representative to be present during monitoring activities.

Subtask 3.1: Landfill Gas Monitoring and Operations

Routine LFG monitoring, including monitoring for methane gas (the combustible component of LFG), oxygen gas, carbon dioxide gas, balance gas, temperature and pressure will be performed using a Landtec GEM-2000 Gas Analyzer or comparable unit approved by the Clients. Consistent with the CAP requirements, LFG will be monitored on a quarterly basis at 21 extraction well/trench ports, 9 perimeter gas probes, blower system, and the biofilter bed.

In addition, monthly LFG system field checks will be performed on all the GCCS components noted above to ensure the LFG system is operating properly and can be monitored quarterly. If the system is not operating as designed, the Clients will be notified immediately. The field checks will also include inspection and minor repair/tuning of the LFG blower units, sumps and the biofilter bed.

Subtask 3.2 LFG Optimization Analysis

The field data will be reviewed for optimizing the distribution of flow between extraction wells and trenches to maximize landfill gas collection rate. Results of the LFG optimization analysis will include recommended flow adjustments for each extraction well and trench.

Task 4: Data Evaluation and Management

The approach to evaluation of the monitoring data uses several statistical methods to evaluate the effectiveness of natural attenuation as a remedial action. These methods are identified in Appendix D of the CAP.

The data evaluation will include:

- Comparison of quarterly and annual monitoring data with water quality standards.
- Statistical trend analysis and time-series plots for the primary parameters of concern (arsenic and vinyl chloride). These will be completed on a quarterly and annual basis.

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- Statistical trend projections (using Mann-Kendall and Sens's Tests) for arsenic and vinyl chloride on a quarterly and annual basis.
- Calculation of upper and lower confidence limits for arsenic and vinyl chloride water quality results will be statistically derived each year. The data set will be corrected for issues related to sample size and non-detects. The calculated confidence limits will be compared with site cleanup levels.
- Water quality parameters indicative of natural attenuation, including dissolved oxygen, total organic carbon and sulfate, will be evaluated on a quarterly and annual basis to assess the effectiveness of the natural attenuation process.

Data evaluation will be completed by the selected consultant staff familiar with ASTM D7048-04 Standard Guide for Applying Statistical Methods for Assessment and Corrective Action Environmental Monitoring Programs (ASTM, 2004) and EPA's New Unified Guidance for Statistical Analysis of Groundwater Monitoring Data (EPA, 2009). The results of these evaluations will be presented in the quarterly and annual monitoring reports described under Task 5.

Task 5: Reports

Compliance reporting under Task 5 will consist of 3 main elements: quarterly progress reports, an annual monitoring report, and upload of quarterly water quality and landfill gas probe data to Ecology's Environmental Information Management (EIM) database.

Subtask 5.1: Quarterly Progress Reports

The selected consultant will prepare quarterly progress reports for the first, second, and third quarter monitoring events of the calendar year. The fourth quarter data and analysis will be included in the Annual Report discussed in Task 5.2 below. The quarterly reports will describe the actions and data collected during the previous quarter as described below. All monitoring reports will be prepared under the direction and seal of a current Washington State licensed hydrogeologist (LHG).

The quarterly reports will be prepared and submitted to the Clients for review within 30 days after the end of the respective quarter.

Per the requirements of the consent decree, the reports must contain a minimum of the following information:

- A list of on-site activities that have taken place during the quarter, along with a discussion of any deviations from the CAP or required tasks not otherwise documented in project plans. If deviations occur, a plan will be included for recovering lost time and maintaining compliance with the project schedule.
- Determination of groundwater flow direction and gradient for the monitoring quarter, including a water table elevation contour map.
- The results of all sampling, laboratory reports, and/or test results generated during the water quality monitoring event, including raw data and laboratory analyses. Data must be submitted in their native format as provided by the analytical laboratory, in both print and electronic formats. The quarterly landfill gas monitoring results.

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- Summary tables of all monitoring data and results highlighting any exceedances of the water quality cleanup levels established in the CAP.
- Results of all statistical analysis as described in Task 4 above, including a summary of the statistical analysis procedures, any deviations, and statistical conclusions.

After review and approval of each quarterly report by the Clients, the selected consultant will finalize the report. Written and electronic copies of the final quarterly reports will be provided to Ecology within sixty (60) days after the end of the quarter in which monitoring and sampling was conducted. Copies of final reports will also be provided to the County, WMW (electronic), the Kitsap Public Health District (KPHD), and the Tribe.

Subtask 5.2: Annual Reports

The annual monitoring report for the preceding compliance year will be prepared, with the exception of the first year of the Contract (2027 Annual Report for 2026 compliance year). The annual report will include all of the information required in the quarterly progress reports for the fourth quarter's monitoring results, as well as a summary of the preceding three quarters of the compliance year. The annual report will also provide recommendations, as appropriate, for optimizing the landfill monitoring and control systems.

A draft annual report will be submitted to the County and WMW for review within 30 days after the end of the compliance year (by January 30th). Upon receipt of comments to the draft document, written and electronic copies of the final annual report will be provided to Ecology within sixty (60) days after the end of the reporting period each year. Copies of the final report will also be provided to the County, WMW (electronic), KPHD, and the Tribe.

Subtask 5.3: Ecology's Environmental Information Management (EIM) Submittal

All raw environmental data must be submitted quarterly to Ecology's EIM database. After each quarterly progress and annual monitoring report has been finalized, water quality data obtained during the quarter will be compiled and submitted to Ecology's EIM database in accordance with WAC 173-340-840 and Ecology's Toxics Cleanup Program Policy 840 Data Submittal Requirements. In addition, quarterly LFG results for the perimeter probes (including methane, carbon dioxide, depressed oxygen and balance gas) will be uploaded into the EIM system.

Task 6: 5-year Review Process

A 5-year Remedial Action Status Report will be prepared on an approximate 5-year cycle. This task includes analysis of historical data, additional data collection (if deemed necessary and approved by the Clients), and preparation and delivery of a 5-year Remedial Action Status Report (RASR) to inform the Ecology Site Manager of history and current cleanup status. Task also includes follow up and response to Ecology's 5-year report review of the RASR. The last 5-year review report was provided in 2022 for the 2021 RASR. Ecology's review of the 2022 5-year RASR is in progress. These 5-year review reports are required until Site cleanup is achieved.

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Subtask 6.1: Analysis and EIM Submittal

Includes anticipated additional analysis and EIM submittal to support 5-year review report.

Subtask 6.2: Data Collection

Includes supplemental data collection anticipated to support 5-year review report.

Subtask 6.3: Report

Includes preparing and delivering a draft and final 5-year review report. Ecology will document their findings in a separate, independent report.

Subtask 6.4: Regulatory Interaction

Includes anticipated phone conversations, emails, online meetings, and/or in-person meetings to support the 5-year review report among interested parties.

Task 7: Records Retention

Consistent with the requirements of the CAP, the selected consultant must preserve all records, reports, documents, and underlying data for a minimum of ten (10) years from the end of the contract period. The records retention requirement includes all field and laboratory reports, quarterly and annual monitoring reports (EDD, PDF, Word, Excel, and Access, or equivalent), subcontractor records, and O&M records, and those that are provided to the consultant from subcontractors and vendors. Upon request, these records will be made available to the Clients or their representatives; the Clients will provide advance notice prior to the records review.

Task 8: Project Management

This task includes all aspects related to management and oversight of the completion of the tasks outlined in this SOW. This task should include monthly invoices, status reports briefly summarizing activities conducted in the previous month, participation in regular teleconferences, and monitoring notifications to the Clients and stakeholders.

Task 9: Non-Routine Technical and Engineering Support

This task is a contingency budget to address potential non-routine technical and engineering support, including supporting the Clients with technical communications, other requested deliverables, or further meetings with regulatory agencies as they may arise during the next contracting cycle. Non-routine technical support could be triggered by changes in site conditions or changes in regulatory requirements (as examples). Technical support elements include alternative statistical evaluation, regulator coordination, and/or landfill gas system modification. Work on Task 9 requires County pre-authorization. The following subtasks provide guidance on the type of non-routine technical and engineering support provided in the past or anticipated in the future.

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Subtask 9.1: Additional Statistical Analysis

The Clients anticipate a continuing need for technical support following the initial 5-year MTCA review in August 2016 associated with the Hansville Landfill Consent Decree. During the review, it was suggested that additional data points may provide a more complete statistical picture for the Landfill site. The selected consultant will be expected to provide expertise in statistical methods used for groundwater and surface water analysis. In addition, the selected consultant will provide recommendations for potential additional analysis to be completed in addition to those provided for in the CAP.

Subtask 9.2: Additional Regulatory Support

This task is to support the Clients with technical communications, requested deliverables or further meetings with regulatory agencies and other interested parties. Potential issues that may need to be addressed include: significant comments to the annual report, revisions to data submittal formats, regulatory requests to accelerate the pace of the site remedy and options for remedy optimization. This task is intended to provide the Clients with flexibility to respond to these types of regulatory interactions.

Subtask 9.3: Additional EIM Support

Ecology has occasionally requested additional information or changes in the EIM submittal. The Consultant will provide the additional information and EIM database support upon approval of the Clients.

Subtask 9.4: Groundwater System Inspection and Improvements

Contingency to inspect and improve the existing groundwater system. Non-routine work will only be performed subsequent to notification and authorization from the Clients.

Subtask 9.5: Landfill Gas System Inspection and Improvements

Contingency to inspect and improve landfill gas system (wells, horizontal collectors, laterals, headers) to correct any liquid blockage and improve landfill gas collection efficiency.

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified by the selected consultant during the routine site visits or by County or WMW personnel. Non-routine work will only be performed subsequent to notification and authorization from the Clients.

Subtask 9.6: Biofilter monitoring, reporting

Monitoring and reporting on the efficacy of the biofilter.

Subtask 9.7: Well Decommissioning

Planning for decommissioning of eleven (11) groundwater wells on and around the Landfill that are no longer used for sampling purposes.

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CONTRACT TERM

Services are expected to begin by January 1, 2027 and are expected to terminate in the first quarter of 2032 following submittal of the Annual Report for the 2031 compliance year. Annual amendments will be executed as required to provide additional compensation for task activities beyond the Annual Report for the 2027 compliance year.

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

END OF SCOPE OF WORK

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	SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA	

SUBMITTAL REQUIREMENTS

Submittals must include the following forms and information. Failure to conform to the solicitation specifications and respond to each of the submittal requirements may be the basis for rejection of an offer.

- Acknowledgment Form (Appendix A).
- Exceptions and Assumptions Form (Appendix B).
- Letter of Interest that contains the Offeror's pertinent contact information, and any additional data or recommendation, if desired.
- Technical Proposal detailing:
 - The Offeror's understanding of the project, including the tasks to be performed and the issues and needs to be addressed.
 - The Offeror's qualifications and relevant experience conducting each component of the scope of work.
 - How the Offeror proposes to meet the required deliverables and assumptions to complete the project requirements.
- Detailed Statement of Qualifications showing the Offeror's experience providing similar services and highlighting the Offeror's approach to quality control for this project.
- Identification of all key project personnel including each staff member's qualifications and proposed role. Project personnel must include a licensed geologist, licensed hydrogeologist, and/or professional engineer to perform all sampling activities.
- An Example Report, prepared by relevant Key Personnel, similar in style to the SOW requirements
- If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities.
- Estimated number of hours per year by task to complete the SOW.
- References and contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County, including identification of the specific project and the project location.
- Copy of the Offeror's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix E, Draft Contract.
- Any additional information the Offeror feels addresses the selection criteria.

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	SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA	

SELECTION CRITERIA

Selection shall be based on the following:

- | | |
|---|-----------|
| 1. Offeror's experience conducting groundwater monitoring and sampling, surface water monitoring and sampling, and monitoring and evaluating data from landfill gas systems at a closed landfill similar to Hansville Landfill. | 30 points |
| 2. Performance history of the Offeror and of its personnel with Kitsap County, Waste Management of Washington, Inc., Ecology, and other clients. | 15 points |
| 3. Experience and qualifications of the identified staff to conduct the activities per the scope of work, including sampling activities conducted by or under the supervision of a licensed geologist, licensed hydrogeologist, and/or professional engineer. | 15 points |
| 4. Offeror's experience conducting data evaluation and statistical analysis of environmental data. | 10 points |
| 5. Estimated hours to conduct the tasks provided in the Scope of Work. | 10 points |
| 6. Demonstrated ability to control or reduce Operation & Maintenance costs at similar landfills. | 10 points |
| 7. Quality and completeness of the overall proposal. | 5 points |
| 8. Information provided by named references or others in the industry. | 5 points |
| 9. Having applicable Washington State license(s) in good standing. | Pass/Fail |

END OF SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

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	APPENDIX A ACKNOWLEDGMENT FORM	

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

1. Primary Contact Person for Offeror:

Name: _____ Title: _____

Legal Name of Offeror: _____

Telephone No.: _____ Alternate No.: _____

Email Address: _____

2. Company Information (*provide complete legal name and address*)

Name of President / CEO: _____

Legal Name of Company: _____

Trade Name of Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Website: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| ☐ Corporation | ☐ Partnership |
| ☐ Limited Liability Company | ☐ Joint Venture |
| ☐ Non-Profit | ☐ Other: _____ |

State of Incorporation: _____

Date of Incorporation: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____

State Industrial Account Identification Number: _____

Name and Address of Resident Agent: _____

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

☐ Yes ☐ No If yes, please describe: _____

4. Identify your primary business: _____

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5. Receipt of Addenda. Offeror acknowledges receipt of the following addenda if any.
- Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
6. Offeror agrees that the offer shall remain valid for not less than **60 calendar days** from the offer due date and may not be withdrawn or modified during that time.
7. Offeror by submitting this Acknowledgment Form, certifies the following:
- Offeror has considered all applicable federal, state, and local laws, ordinances, rules, regulations applicable to the goods and/or services to be provided under this solicitation.
 - Offeror has fully read this solicitation, all attachments, contract terms and conditions, and addenda, and understands the contents of the solicitation and has full knowledge of the scope, nature, requirements, and specifications and agrees to meet or exceed the same.
 - Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents or the goods and/or services to be provided under this solicitation and will comply with the minimum insurance requirements.
 - Offeror has submitted this offer without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, goods, and/or services and is in all respects fair and without collusion or fraud. Offeror understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
 - The cost offer submitted by the offeror reflects the total costs for all goods and/or services to be provided to the County in compliance with the solicitation. No additional fees or charges will be incurred by the County other than as identified in the offer.
8. The undersigned certifies that he/she is an authorized representative of the offeror identified above, is authorized to submit this offer on behalf of that offeror, agrees to furnish the goods and/or services in accordance with the solicitation requirements, that the information provided in the offer is true, accurate and complete; and that he/she has the legal authority to commit the offeror to a contractual agreement and intends to be bound by the offer and terms of the solicitation.

Acknowledged and Agreed:

_____ Signature of Authorized Representative	_____ Name of Authorized Representative (Print)
_____ Date	_____ Title

END OF ACKNOWLEDGMENT FORM

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	APPENDIX B EXCEPTIONS AND ASSUMPTIONS FORM	

OFFEROR'S BUSINESS NAME

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

OFFEROR EXCEPTIONS AND ASSUMPTIONS (please check one)

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

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS

(attach additional pages if needed)

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

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SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS

(attach additional pages if needed)

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

5. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

6. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

7. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF EXCEPTIONS AND ASSUMPTIONS FORM

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	APPENDIX C HANSVILLE LANDFILL SOLID WASTE HANDLING PERMIT	



SOLID WASTE HANDLING PERMIT 2026

Hansville Landfill (Post Closure)

Issued in accordance with the provisions of Chapter 173-350 of the Washington Administrative Code (WAC) and Kitsap County Board of Health Ordinance 2010-1 "Solid Waste Regulations."

PERMIT PERIOD: JANUARY 1, 2026 TO DECEMBER 31, 2026

SECTION I. PERMITTEE AND ADMINISTRATIVE INFORMATION

PERMIT TYPE:	Closed Mixed Municipal Solid Waste Landfill
ANNUAL FEE:	\$145.00/Hour
FACILITY OWNER:	Kitsap County Department of Public Works
FACILITY ADDRESS:	7791 NE Ecology Rd, Kingston, WA 98366-4614
OWNER ADDRESS:	614 Division Street, MS-27, Port Orchard, WA 98366
FACILITY OPERATOR:	Kitsap County Department of Public Works
CONTACT PERSON:	Rick Gilbert
TITLE:	Program Analyst
PHONE:	(360) 337-5692
EMAIL:	RGilbert@kitsap.gov

This permit is the property of Kitsap Public Health District and may be suspended or revoked, after opportunity for hearing, upon violation of any rules and regulations applicable hereto. This permit is not transferable.

Steve Brown

Steven J Brown, RS
Program Manager
Solid and Hazardous Waste Program

1/14/2026

Date

KitsapPublicHealth.org



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2026 Solid Waste Handling Permit
Hansville Post-Closure Landfill
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SECTION II. STANDARD PERMIT CONDITIONS

- A. Terms pertaining to solid waste used in this permit shall be defined per Kitsap County Board of Health (KCBH) Ordinance 2010-1, Section 100 and WAC 173-350, as amended.
- B. All conditions of this permit shall be binding upon, and the permittee shall be responsible for, all acts and omissions of all contractors and agents of the permittee for the term of this permit.
- C. The permittee shall notify the Health District in writing in advance of any alterations or changes planned in the post-closure plan (aka Final Closure Plan) when these changes are different or absent from this permit. All alterations or additions to the maintenance and closure of the facility must be included in written plans approved by the Health District before implementation. These alterations and changes shall be consistent with all requirements under MTCA and be conducted only after consultation with Ecology, as long as the Consent Decree is in effect.
- D. Facility maintenance during post-closure shall be conducted in strict compliance with KCBH Ordinance 2010-1 Solid Waste Regulations, as amended, (Chapter 173-304 WAC adopted by reference) as amended, and the specific conditions of this permit. In the event of conflict between state and local regulations, the more stringent requirement shall apply.
- E. The Health Officer or his/her duly authorized inspector, or any duly authorized representative of the Washington State Department of Ecology, may, upon giving a minimum 3-day notice prior to entry, enter and inspect any building, structure, property, or portion thereof, at any reasonable time for the purpose of determining compliance with the provisions of this permit, or the provisions of other applicable rules and regulations, or whenever the Health Officer has reason to believe that a violation of this permit has been or is being committed. Entry shall not be unreasonably denied by the permittee, or his/her agent, but may be conditioned on the permittee or an agent of the permittee escorting the inspector, with said escort to be provided immediately upon request. Wet weather inspections conducted during

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2026 Solid Waste Handling Permit
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significant rain events will be conducted with prior notice, but not necessarily providing a minimum 3-day notice depending upon conditions.

- F. The permittee shall report all instances of non-compliance (except regulatory exceedances which are outlined in Section V.E.2.2) in writing in the quarterly report following discovery. Instances of non-compliance which may result in potential public health risk and/or environmental damage shall be reported immediately.
- G. This permit or copy thereof shall be located where it can be readily referred to by oversight personnel.
- H. This permit may be amended by the Health District. Amendments shall be made in writing and become specific conditions of the permit. Proposed amendments will be forwarded to the permittee for a fifteen (15) day review and comment period, unless otherwise waived in writing by the Health District. Upon consideration of the permittee's comments, the final amendment will be issued and become effective. The permittee review and comment period may be waived by the Health District in emergencies where there is an imminent threat to human health or the environment.
- I. If, after any order is duly issued by the Health Officer, the person to whom such order is directed fails, neglects, or refuses to obey such order, the Health Officer may:
 - 1. Utilize any remedy or penalty under Section 950(7) or (8) of KCBH Ordinance 2010-1 including suspension of permit, issuing citations, non-compliance fees and/or a Stop-Work Order;
 - 2. Abate the health violation using the procedures of these regulations; and/or
 - 3. Pursue any other appropriate remedy at law or equity.
- J. The permittee shall report all instances of non-compliance to the Health District in writing within one week of occurrence. Instances of non-compliance which may result in adverse impacts to public health and/or the environment shall be reported immediately. Reporting by phone, fax, or email should precede written notification in these instances.
- K. Nothing in this permit shall be construed as excusing the permittee from compliance with any other applicable federal, state, or local statute, ordinance or law.

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- L. The permittee requesting to modify this permit must submit the proposed modification to the Health District, in writing, at least sixty (60) days before the intended modification.
- M. This permit is the property of the Health District and may be suspended or revoked according to procedures described in the Kitsap County Hoard of Health Ordinance 2010-1, as amended. If the Health District denies a permit application or suspends or revokes a permit for this facility, the permittee may file an appeal. The appeal procedure shall be carried out through the appeals process specified in Section 950(9) of the Kitsap County Board of Health Ordinance 2010-1. The Health District may revoke this permit if the facility is being operated in violation of RCW 70.95, WAC 173-350, or KCBH Ordinance 2010-1.
- N. This permit is transferable only upon the prior written approval of the Health District. The prospective transferee must demonstrate its ability to comply with applicable laws, regulations, and permit conditions.
- O. This permit must be renewed annually and shall be reissued by the expiration date in conformance with Section I herein. The permittee shall apply for renewal of the facility's permit annually. The annual report required in Section V.A. shall serve as the renewal application unless otherwise specified by the Health District.

SECTION III. FEES

- A. The permittee shall pay a fee as a condition of permit issuance. The fee will be based on the time expended by the Health District to oversee facility activities at the approved billing rate. As provided for in WAC 173-304-600(2)(e), the Health District may establish reasonable fees for permits and permit renewals. A fee schedule has been established by the Health District's Environmental Health Division and approved by the Kitsap Public Health Board. The current fee for this permit is shown in Section I. The permit fee covers the following Health District activities:
 - 1. Review/commenting on three quarterly monitoring reports;
 - 2. Reviewing/commenting on one annual report;

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3. Meet with permit holder annually to discuss the status of the facility, and to the extent possible, identify proposed Health District activities or requirements related to the facility that would require fees in addition to the hourly permit fee;
 4. Permit drafting/issuance;
 5. Plan and/or design review;
 6. Four site inspections and associated inspection reports;
 7. Administrative costs including routine communications, supervisor review of documents, and billing invoices;
 8. Health District oversight and review required as a result of the Health District's determination that the operation is in non-compliance with this permit and/or applicable regulations.
 9. Health District participation in MTCA review, comment, and meetings;
 10. Amendments to the existing permit;
 11. Report, plan, or design review associated with any corrective action or to correct non-compliance at the facility; or
 12. Other permit-related work beyond those items listed in Section III.A. above.
- B. Whenever a fee is assessed, a Health District billing invoice will be sent to the permittee at the address provided by the permittee. Each invoice will be accompanied by a Detail Report that shows each entry by each staff member and a description of the activity being billed. Payment of the invoiced fee shall be remitted to the Health District within thirty (30) days of receipt of the invoice. Payment and a copy of the invoice shall be sent to:
- Kitsap Public Health District
Accounting Office
345 6th Street, Suite 300
Bremerton, WA 98337-1866
- C. The total annual accumulated fees shall not exceed \$10,000.00, billed at the established Health District Hourly rate.

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SECTION IV. SPECIFIC PERMIT CONDITIONS

As stated in Section II.C. above, this landfill is undergoing a long-term MTCA cleanup action. Many of the Specific Permit Conditions are superseded by the MTCA Consent Decree and its appendices. Specific portions of the governing regulations for this landfill are not covered by the Consent Decree and its appendices.

A. Plan of Maintenance and Post-Closure

1. The permittee shall provide post-closure activities to allow for continued facility maintenance and monitoring of air, land, and ground and surface waters, as long as necessary for the facility to stabilize, to protect human health and the environment as determined by the Health District. These post-closure activities shall be conducted in strict compliance with Chapter 173-304 WAC, KCBH Ordinance 2010-1, Hansville Landfill Cleanup Action Plan (CAP) (June 2011), the Hansville Landfill Compliance Monitoring Plan, the approved post-closure plan, and the conditions of this permit.
2. Post-closure activities include, but are not limited to, the following: ground water monitoring; surface water monitoring; landfill gas monitoring; and proper operation and maintenance of the facility, facility structures, and facility monitoring systems for their intended use until the site becomes stabilized (i.e., little or no settlement, gas production or leachate generation), and monitoring of ground water, surface water, and gases can be safely discontinued (WAC 173-304-407(7)(a)). Functional stability evaluation criteria are specified in Ecology Publication No. 11-07-006 (Preparing for Termination of Post-Closure Activities at Landfills Closed Under Chapter 173-304 WAC) and its 2013 Addendum.
3. The permittee shall close and maintain the landfill in accordance with the regulations stipulated in Section II.D. of this permit and in conformance with the Health District approved post-closure plan. Closure activities not in conformance with these regulations and this plan shall be considered in violation of this permit.
4. The Health District may determine that the facility post-closure plan is invalid and require the permittee to amend the facility post-closure plan for approval by the Health District.
5. When the Health District determines that a facility post-closure plan amendment is required, the Health District shall, after consultation with the permittee, designate a compliance schedule for submittal of the amendment and its review and approval.

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6. The Health District may direct facility post-closure activities to cease, in part or whole, until the post-closure plan amendment has received written approval by the Health District.
 7. When post-closure activities are complete, the permittee shall certify to the Health District that the facility is stabilized and state why post-closure activities are no longer necessary. The certification shall be signed by the permittee and a professional engineer registered in the state of Washington.
 8. Should contradictions arise between the CAP and Post-Closure permit, the relevant parties shall be consulted, a resolution crafted, and documented in the appropriate instrument. In cases where the parties cannot be consulted then the more stringent requirement shall apply.
- B. Minimum Functional Standards for Maintenance. The permittee shall provide all activities necessary to allow for continued facility maintenance. These activities include, but are not limited to:
1. Stormwater quantity and quality control.
 2. Slope stability, erosion, and dust control.
 3. Maintenance of access roads and ditches.
 4. Maintenance of facility structures and systems (i.e., stormwater, landfill cover, gas control, surface, and groundwater monitoring, etc.).
 5. Control and minimization, or elimination, of threats to human health and environment; and
 6. Unauthorized entry at the facility shall be controlled, at minimum, by means of a lockable gate, barrier, fence, et., at the property boundary.
- C. Minimum Standards for Performance. The Permittee shall provide all activities necessary to allow for the continued monitoring of air, land, and water as long as is necessary for the facility to stabilize and to protect human health and environment.
- D. Minimum Environmental Monitoring Requirements. The minimum environmental monitoring requirements specified herein are subject to revision by the Health District based on the Health District's review of reports and plans required through this permit. All environmental monitoring, at a minimum, shall be performed in accordance with the approved Hansville Landfill CAP, the Hansville Landfill Compliance Monitoring Plan, and the approved closure plan for the facility, as amended.

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SECTION V. REPORTING REQUIREMENTS

All reports specified herein must be forwarded to the Health District representative responsible for this permit, and to the Solid Waste Supervisor, Department of Ecology Northwest Regional Office, Solid Waste Management Program, 15700 Dayton Ave. N., Shoreline, WA 98133

A. Annual Report

1. The permittee shall prepare and submit one copy ~~and one CD~~ of the annual report to the Health District, and one copy and one CD to Ecology. The annual report will serve as the permit application for the next year's permit. The annual report shall cover facility activities during the previous calendar year and must include, at a minimum, the following
 1. Names, addresses, and phone numbers of the facility and facility owner;
 2. Calendar year covered by the report;
 3. A summary of all ground water, surface water, and landfill gas monitoring will be provided in accordance with the Hansville Landfill Cleanup Action Plan, which includes the Hansville Landfill Compliance Monitoring Plan. The summary shall contain the results of applicable statistical analyses, explanations for increasing/decreasing contaminant level trends, confidence intervals and if outliers were discarded, a justification for this action. Time series plots shall be generated for each assessment monitoring well that has been identified for sampling in the current CAP. These time series plots shall include each constituent that exceeded groundwater quality standards in the past year or identified as a chemical of concern in the RI/FS. All statistically significant increasing/decreasing contaminant level trends and exceedances of ground water, surface water, or air quality standards as described in Section IV shall be reported and explained to the extent possible, and if deemed necessary, a summary of actions taken to verify results. Additionally, if the trends shows either no improvement or increasing contaminate levels or exceedances are detected at or beyond the point of compliance, and if not already covered under the CAP, a plan of action shall be included which describes what activities will be taken to correct the statically

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significantly elevated contaminants or exceedances, and the expected time frame required to do so. The summary shall also contain a description of the ground water flow rate and direction in the uppermost aquifer. Any changes in the number or location of monitoring systems shall also be noted and explained.

4. A description of the next year's proposed environmental monitoring program, operations, and maintenance activities.
5. A summary of all activities related to the inspection, maintenance, and engineering of the facility and its systems. All field data sheets, inspection and log forms shall be made available to the Health District upon request.
6. An explanation of causes and effects of all instances of non-compliance with the provisions of this permit and a summary of how these issues were or are being corrected.

2. Quarterly Environmental Monitoring Reports

1. The permittee shall prepare and submit written quarterly environmental monitoring reports to report the information gathered under the Hansville Landfill CAP (June 2011). Gas, surface, and ground water monitoring data shall be summarized, evaluated, and compared with all applicable standards, and shall also be submitted in hard copy form. All monitoring data shall be reported in detail on a quarterly basis. Results and summary of the fourth quarter sampling event shall be combined with the annual report.
2. Environmental monitoring reports shall be submitted to the Health District and Ecology within sixty (60) days of the date of sample collection. If the report cannot be submitted within sixty (60) days, the Health District will be notified prior to the end of sixty (60) days as to the status of the report and when it will be submitted. In no event shall monitoring reports be submitted more than seventy (70) days after the date of sample collection. All instances of regulatory standard exceedances shall be faxed or otherwise transmitted to the Health District within ten (10) days of the time of discovery.

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3. Contact Information for the Health District.

When the permittee is required to contact the Health District as a condition of the permit, either of the following persons may be contacted;

Steve Brown, RS
Solid & Hazardous Waste Program Manager
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2277 p
(360) 633-9231 c
steve.brown@kitsappublichealth.org

Jakob Hughes, RS
Environmental Health Specialist
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2307 p
(360) 731-0293 c
jakob.hughes@kitsappublichealth.org

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Appendix A

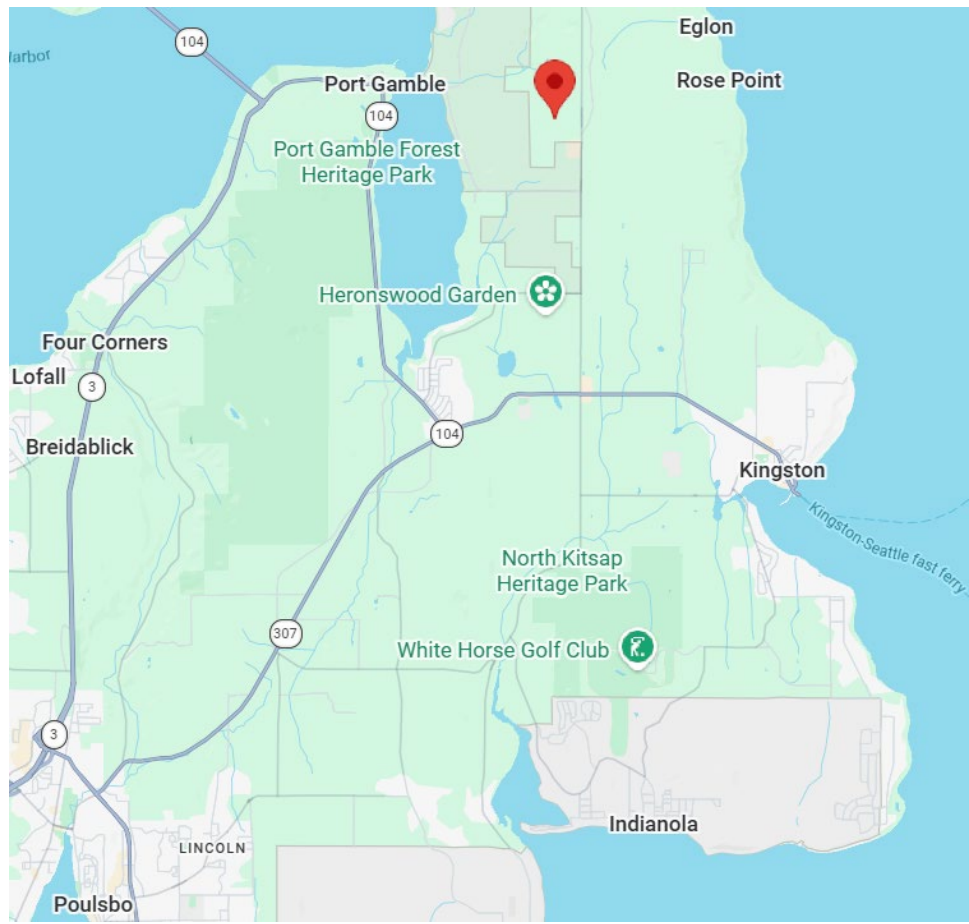
The following is a list of requirements from Chapter 173-304 WAC that could not be found in the Consent Decree or its appendices (the CAP or the Compliance Monitoring Plan). To the best of our ability, we attempted to include all sections that would apply to the Hansville Landfill's post closure:

- Operator inspections found in Section 405(5)
- Closure plan and post closure plans found in Section 407(4).
- Facility maintenance activities found in Section 407(7), and Section 460(4).
- Other activities deemed appropriate by LHJ found in Section 407(7).
- Closure and post closure performance standards found in Section 407, and Section 460(2).
- Restriction of access found in Section 460(3)(g).
- Financial assurance found in Section 467.
- Access to landfill for inspections found in Section 600 (5).
- Notifications found in multiple sections for major maintenance operations, and exceedances of Ground Water Standards, etc.

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FIGURE 1: HANSVILLE LANDFILL LOCATION



Source: Google, 2026



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FIGURE 2: HANSVILLE LANDFILL AERIAL PHOTOGRAPH

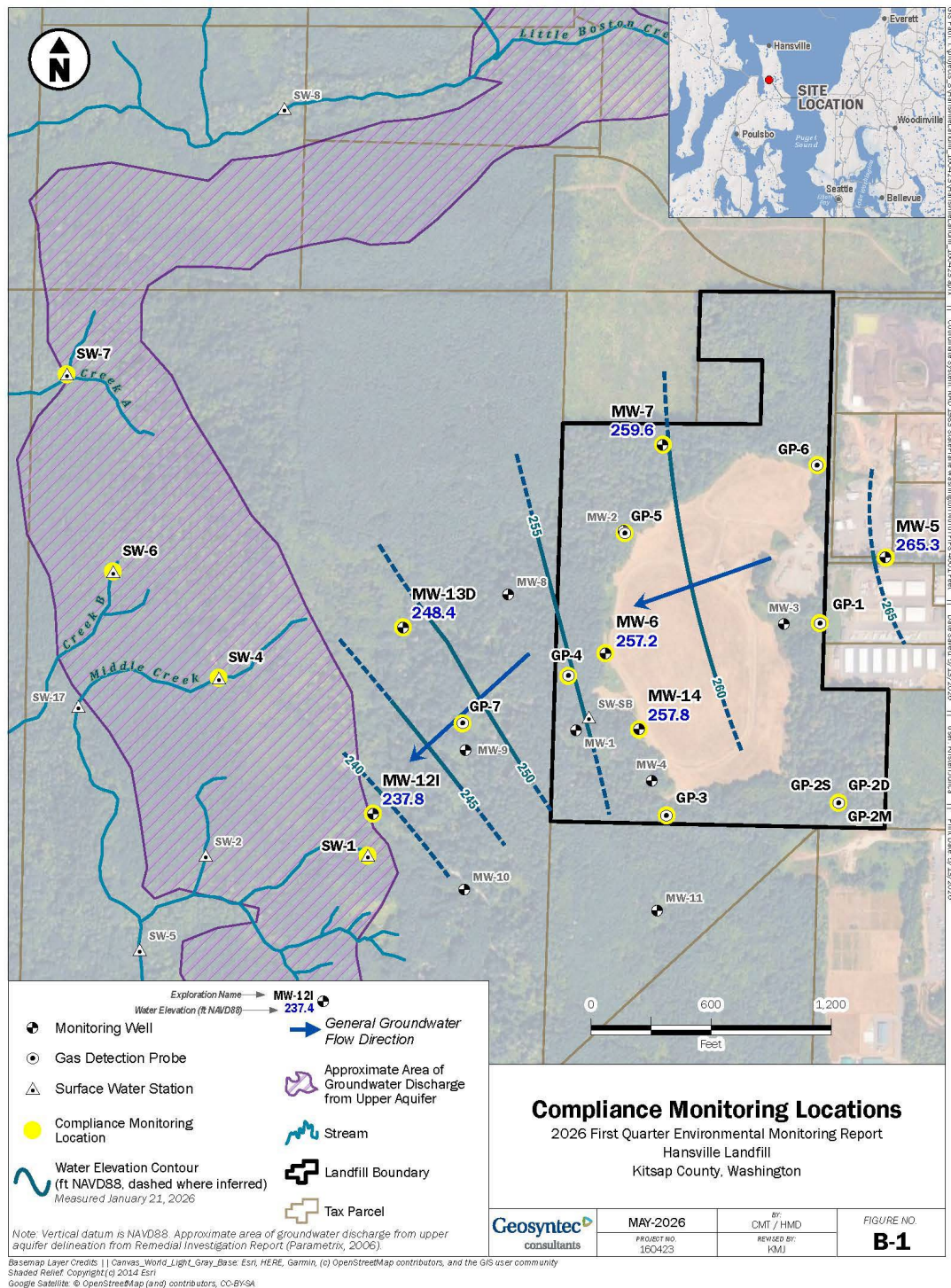


Source: Google, 2026



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FIGURE 3: HANSVILLE LANDFILL SAMPLING LOCATIONS



Source: Geosyntec 2026

END OF HANSVILLE LANDFILL INFORMATION

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**CONTRACT NO. KC-XXX-27
Professional Services Contract**

This Professional Services Contract ("Contract") is made and entered into among Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), Waste Management of Washington, Inc., a Delaware corporation, having its principal offices at 2615 Davis Street, San Leandro, California 94577 ("WMW"), (each individually Client, and collectively Clients), and [Contractor Name], a [Contractor Type] having its principal offices at [Contractor Addr] ("Contractor"). Client and Contractor are a Party and, collectively Clients and Contractor are the Parties.

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

SECTION 1. TERM, EFFECTIVE DATE, and DEFINITIONS

- 1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of the Parties.
- 1.2 Definitions. Unless the context requires otherwise, these definitions apply and the singular includes the plural:
 - A. Applicable Law means all applicable federal, state, and local statutes, ordinances, regulations and industry standards (including without limitation those governing health, safety, employment, environment, and data privacy), as amended, regardless of whether specifically cited by the Clients.
 - B. Claim means any obligation, demand, or liability of any kind or nature, including without limitation all losses, claims, suits, actions, damages (including for property damage, bodily injury, or intellectual property infringement), judgments, settlements, expenses, fines, reasonable investigation costs, and reasonable attorneys' fees, arising out of or related to Contract performance, Work Product, and Services Provided.
 - C. Confidential Information means all non-public records, Personally Identifiable Information, Protected Health Information (as defined by HIPAA), financial data, proprietary or sensitive data, and information in any form provided to, acquired, or developed by, Contractor and its Personnel in the performance of the Contract. It excludes information becoming public through no fault of Contractor; was known to Contractor before receipt; is legally obtained from a third party; or is independently developed without use of the Clients' information.
 - D. Contract means this Professional Services Contract, including all Attachments, Exhibits, any signed Amendments, and all solicitation documents accepted by the Clients. This includes Attachments A (Scope of Work), B (Compensation), and C (Other Contract Documents). All such documents are incorporated herein in full by this reference.
 - E. Indemnitees means Clients and their officials, employees, volunteers, and agents.
 - F. Key Personnel means the Contractor's Project Manager and any individual, senior staff, or specialized consultant primarily responsible for the delivery, supervision, or management of the Services or Work Product.

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- G. Personnel means Contractor and any individual, or entity, utilized by Contractor, directly or indirectly, to perform Services, regardless of the existence of a formal agreement or compensation, including employees, subcontractors, agents, volunteers, and interns. Contractor shall ensure that all Personnel comply with the terms and conditions of this Contract.
- H. Personally Identifiable Information means as defined in RCW 42.56.590 and RCW 19.255.010, as amended, and includes any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
- I. Services means all labor, professional services, and materials, including without limitation Work Product, intellectual property, and other ancillary items necessary to perform and complete the scope of work identified in Attachment A (Scope of Work), in accordance with the Contract.
- J. Subcontract means any contract, agreement, or purchase order between Contractor and a third party (including independent consultants) to perform any portion of the Services or provide Work Product under this Contract.
- K. Work Product means all deliverables, data, reports, analyses, documents, specifications, surveys, films, samples, models, software code, scripts, algorithms, configurations, and any other materials (tangible or intangible), prepared, produced, or provided by Contractor or its Personnel to or for the Clients under this Contract.

SECTION 2. SERVICES

- 2.1. Scope of Work. The Contractor shall provide all "Services" identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the Clients.

The Clients may, from time to time, request changes in the work to be performed under the Contract. Similarly, Washington State Department of Ecology may modify the Consent Decree which may, in turn, change the work herein. Regardless of the source, the Contractor shall prepare a written proposal and budget for any proposed change and shall not undertake any additional work without the express written authorization of the Clients.
- 2.2. Key Personnel. Contractor shall assign Key Personnel to perform the Services. Contractor shall not replace Key Personnel without the Clients' prior written consent. If Key Personnel become unavailable, Contractor shall provide a replacement with equal or superior qualifications for Client approval.
- 2.3. Professional Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances in the State of Washington; iii) Contractor will maintain all licenses, permits, registrations (including Washington Department of Revenue) and approvals required to perform this Contract and comply with all conditions thereof; iv) Contractor will promptly correct any error, omission, or nonconformance at its own expense, and iii) all Services shall be performed to the Clients' reasonable satisfaction and according to the schedule agreed to by the parties.

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- 2.4. Communication. The Contractor shall keep the Clients informed of the progress of the Services in the manner, method, and intervals requested by the Clients.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1. Authorized Compensation. The maximum amount of compensation paid under the Contract, including taxes, shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference. Clients may administratively adjust the total for statutory sales/use tax changes if base compensation remains unchanged, subject to County code signature authority. Payment is limited to authorized Services performed during the Term and accepted by the Clients; no other costs or taxes will be paid.
- 3.2. Price Adjustments. If the Contract is extended by amendment and does not already identify a fixed rate for the extension period, any requested price adjustment is subject to the Clients' approval. This increase shall not exceed the percentage change in the CPI-U for the Seattle-Tacoma-Bellevue area for the preceding 12-month period, or 3%, whichever is less.
- 3.3. Invoice. The Contractor will submit one (1) complete invoice per month to the County, with copies to WMW, for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify: (a) invoice date and number, (b) Contract number, (c) Contractor's name, address, phone and email; (d) itemized description of Services and dates performed; (e) line-item amounts; (f) Sales or use taxes as a separate line item; (g) documentation for reimbursable expenses, and (h) any other information requested by the County or WMW. County may, without penalty, reject non-compliant invoices and suspend payment until a corrected invoice is received.
- 3.4. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties. County is not liable for payments misdirected due to Contractor error. If paid by check, payment is timely if postmarked within the 30-day period. Advance payments are prohibited unless County provides prior written consent; any authorized advance payment is deemed "due and payable pursuant to a contract" for purposes of RCW 42.24.080. Invoices submitted more than 120 days after Services are accepted are untimely; Contractor waives all rights to payment, and Clients are released from any obligation to pay.
- 3.5. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.6. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the Clients. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

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- 3.7. **Tax Responsibility.** The Contractor shall be solely responsible for all taxes, fees, and assessments related to its business operations, including Washington State Business and Occupation (B&O) tax, and all taxes and assessments related to its Personnel (including payroll, unemployment, and industrial insurance). Except for sales or use taxes, the Clients shall not be liable for any such taxes or fees.

SECTION 4. TERMINATION

- 4.1. **For Convenience.** The Clients may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. **For Funding issues.** If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the Clients may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements. Contractor waives all claims for anticipated profits, overhead, or damages resulting from funding reductions.
- 4.3. **Termination for Default.** The Clients may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, makes a misrepresentation or breaches a warranty, or if the Clients determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the Clients if the Contractor becomes suspended or debarred. If a termination for default is later found unjustified, it shall automatically convert to a Termination for Convenience.
- 4.4. **Procedures.** Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All Work Product shall become the property of, and delivered to, the Clients on demand or within seven (7) days of termination, whichever is earlier. A final payment will be made to the Contractor only for Services performed and accepted by the Clients through the effective date of termination. No costs incurred after the effective date of the termination will be paid.
- 4.5. **Refunds.** If advance funds have been agreed to under Section 3.4, the Contractor shall refund any advance payments for unperformed Services within 15 days of termination. Contractor is liable for all collection costs, including reasonable attorney fees, court costs, and maximum legal interest for late refunds.
- 4.6. **Force Majeure.** No party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including acts of God, war, terrorism, pandemics, or government-mandated shutdowns. The affected party shall provide prompt notice and make reasonable efforts to resume performance. If the delay exceeds 30 days, Clients may terminate the Contract without penalty or procure substitute services for the duration of the delay at its own expense.
- 4.7. **Transition Services.** Upon expiration or termination, Contractor shall provide reasonable assistance for an orderly transition to Clients or a successor. This includes providing all Work Product, native/editable files, and data exports in an approved format, and performing knowledge transfer as requested. If termination is for Contractor's default, these services shall be provided at no additional cost.

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SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnitees from and against all Claims resulting from, arising out of, or related to the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or the Clients, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Duty to Defend. Contractor's duty to defend is a separate and independent obligation from its duty to indemnify; such duty arises immediately upon the tender of a Claim by either Client, regardless of whether the allegations are true or Contractor is ultimately found liable. Either Client's concurrent negligence shall not defeat Contractor's separate and immediate duty to defend.
- 5.4. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability caused by or resulting from the concurrent negligence of the Contractor and Indemnitees, the Contractor's liability, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.5. Notice of Claim. The Clients will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by Clients against the Contractor based on the indemnity contained herein. Contractor shall immediately, at its sole cost, undertake the defense with competent counsel approved by Clients. The Contractor shall formally respond to the Clients' tender of defense of a claim in writing within thirty (30) calendar days from the notice date, or sooner to avoid prejudice to an Indemnitee. The Clients may in their discretion, withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. Contractor's denial or failure to timely assume the defense is a material breach.
- 5.6. Information, Participation.

The Contractor shall keep the Clients timely and fully informed through all stages of the defense and promptly respond to and comply with Clients' requests for information. The Clients at all times reserve the right but have no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract.

The Contractor shall promptly advise the Clients of any occurrence or information known to the Contractor that could reasonably result in a Claim against the Clients.

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5.7. Settlement.

The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the Clients without the prior written consent of the Clients.

Clients may, at their option, assume their own defense and, after providing five business days' notice, settle the Claim in good faith at Contractor's expense without consent.

5.8. Violation. The violation of any provisions of this Section 5, including improper refusal to accept tender, is a material breach.

SECTION 6. INSURANCE

6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the Clients. Use of alternative insurers requires prior written approval from the Clients. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

6.2. Professional Liability. Not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or 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.

6.3. Commercial General Liability ("CGL"). Not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. CGL coverage shall be at least as broad as ISO form CG 20 10. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the Clients. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.

6.4. Cyber Liability Insurance. ☐ Required ☒ Waived] Contractor shall maintain limits of at least \$1,000,000 per claim and \$2,000,000 aggregate. Coverage shall include copyright/trademark infringement, privacy violations, information theft, destruction of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties. Limits may be satisfied by a Cyber Liability policy or endorsement, provided coverage includes a "Duty to Defend" and covers network security, privacy liability, and breach response. If waived, and except when covered by Section 4.6, Contractor agrees that restoring or recreating any Work Product on Contractor networks will be done on a priority basis at the sole cost of the Contractor.

6.5. Automobile Liability.

☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

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- ☐ Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
- ☒ Not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.6. Pollution Liability. The Contractor shall carry pollution errors and omissions liability not less than \$2,000,000 each loss, \$2,000,000 aggregate.
- 6.7. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County and WMV as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 6.8. Workers' Compensation and Employer Liability. The Contractor shall maintain workers' compensation insurance if required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain Employer Liability (or "Stop Gap") coverage with a limit of not less than \$1,000,000.
- 6.9. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the Clients will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.10. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County and the WMV Contract Representative. The Clients reserve the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The Clients also have the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The Clients have the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

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- 6.11. Waiver of Subrogation. The Contractor waives all rights of subrogation against the Indemnitees. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.12. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County and WMW, their owners, officials, officers, directors, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to:

Kitsap County Department of Administrative Services
 Risk Management Division
 614 Division Street, MS-7
 Port Orchard, Washington 98366

Waste Management
 Closed Site Management Group
 2615 Davis Street
 San Leandro, California 94577

- 6.13. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. Clients do not represent that minimum limits are sufficient to protect Contractor, nor shall these limits limit Contractor's total liability. Failure to report a Claim shall not impair coverage for Indemnitees. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Clients, their owners, officials, officers, directors, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.14. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Each party shall designate a Contract Representative as the primary contact. Notices must be in writing and sent via email, hand delivery, first-class mail, or certified mail. Notice is deemed given upon hand delivery; three business days after mailing via U.S. Mail; or the next business day after email sending, unless the sender receives a delivery failure notice. A party may change its Representative by providing written notice to the other, effective upon receipt.

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County's Contract Representative

Name:
 Title:
 Address:
 Phone:
 Email:

VMW's Contract Representative

Name:
 Title:
 Address:
 Phone:
 Email:

Contractor's Contract Representative

Name:
 Title:
 Address:
 Phone:
 Email:

SECTION 8. AMENDMENTS, SUBCONTRACTS, AND INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the Clients a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors. No subcontract creates a contractual relationship between any subcontractor and Clients.

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- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Contractor is responsible for the conduct of its Personnel and shall ensure their compliance with all requirements, obligations, and restrictions set forth in this Contract; any act or omission by Personnel shall be deemed an act or omission of the Contractor. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County or WMW. The Contractor and its Personnel shall have no County or WMW employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County or WMW employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits. Contractor shall promptly remove any Personnel at Clients' reasonable request.

SECTION 9. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 9.1. Ownership. Any and all Work Product created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or its Personnel for delivery to the Clients under this Contract shall be the sole and absolute property of the Clients. All such property shall either constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, or is granted by Contractor to Clients under a royalty-free, nonexclusive, irrevocable license. Ownership of the copyright and any other intellectual property rights in such property shall vest in the Clients at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. If requested, Contractor shall assist in perfecting Clients' ownership. Clients may also grant Contractor a revocable, non-exclusive license to use Work Product, excluding Client Confidential Information, if requested.
- 9.2. Pre-Existing Intellectual Property. Ownership of Work Product does not include Pre-Existing Intellectual Property, which are materials not developed or specifically paid for by the Clients ("Pre-Existing IP"). To the extent Pre-Existing IP is incorporated into Work Product, Contractor grants the Clients an irrevocable, perpetual, non-exclusive, and royalty-free license to use, modify, and sublicense such IP. This license allows the Clients and their designees to utilize the Work Product for its intended purpose and related operations.
- 9.3. Warranty of Non-Infringement. Contractor warrants that Services, Work Product, and Clients' use shall not infringe upon any copyright, patent, trade secret, trademark, or other IP or proprietary right.
- 9.4. Confidential Information, Data Protection. Contractor and its Personnel shall maintain the confidentiality of Confidential Information and secure it to prevent unauthorized access. Access is limited to Personnel requiring it solely to perform Services. Contractor shall use reasonable safeguards to protect Client data and Confidential Information and shall comply with all applicable security policies. Client data must be stored and supported within the continental United States. No Client data shall be accessed by or transferred to a foreign jurisdiction without the Clients' prior written consent. Upon Contract expiration or termination, Contractor shall promptly return Confidential Information to Clients or destroy it as directed by Clients. If destruction is required, Contractor shall provide written certification of destruction.

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- 9.5. Security Breach, Notification. If unauthorized access, use, disclosure, or other security breach involving Confidential Information occurs, Contractor shall immediately notify the County and the WMW Contract Representatives (within 24 hours of discovery). In data loss, corruption, or unauthorized encryption, Contractor shall, at its sole expense, restore data to its prior state within 48 hours. Contractor is solely responsible for all costs and liabilities from the investigation, notification, and remediation of a breach, including compliance with Applicable Law, RCW 19.255.010, and RCW 42.56.590.
- 9.6. Accessibility. To the extent Services or Work Product include electronic documents (e.g., PDFs, reports), software, or web content, Contractor warrants they comply with technical standards for web and mobile accessibility set forth in 28 CFR § 35.200, which incorporates the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. Contractor shall promptly remediate any non-conformance at its sole expense. For Work Product intended for public use or distribution, Contractor shall provide accessible versions meeting these standards simultaneously with initial delivery. Contractor shall provide a Voluntary Product Accessibility Template upon request. Subject to the exceptions in 28 CFR 35.201, this requirement applies to all Work Product created or modified by Contractor. This warranty survives Contract termination to ensure compliance with ADA Title II and the DOJ's 2024 Final Rule (89 FR 31320).

SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. Conflict, Debarment, No Fee. The Contractor certifies it has no conflict of interest, is not debarred or suspended, and has not received or agreed to receive, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. Contractor shall verify Personnel eligibility via SAM.gov and must immediately notify County in writing of any conflict, debarment, or suspension occurring during the Term.
- 10.2. Licenses and Permits. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes thereon.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all Applicable Laws in effect during the duration of this Contract regardless of whether such laws are referred to by the Clients. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the Clients. Failure to comply with any Applicable Law constitutes a material breach.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.

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- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records available to the County at no cost to the County within ten (10) business days of the request, or sooner if required to meet a deadline.

With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall, prior to providing the document to Clients, clearly identify on the record all specific information it claims to be confidential or proprietary and provide legal authority therefor. If the County receives a request under the Act to inspect or copy records that have been identified by the Contractor as confidential and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the release date. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The Contractor is responsible for obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540 before the release date. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County will not be liable to the Contractor for releasing records pursuant to the Act.

- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County or WMW, without the County's or WMW's prior written consent.
- 10.7. Audit and Record Retention. In accordance with the Consent Decree, the Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for ten (10) years from the date the Consent Decree is no longer in effect. This includes deliverables and other reports, documents, notes, studies, conclusions, raw data, QA/QC data, materials, and technical memoranda generated or maintained by the Contractor, as well as factual information or data; relevant decision documents; and any other relevant site-specific documents or information including documents from subcontractors. All records shall be subject to inspection and audit by the Clients. Upon request, the Contractor shall promptly make available to the Clients a legible copy of all books, documents, and records at no cost to the Clients. If an audit reveals a billing overpayment of 5% or more, or a material breach of data security, Contractor shall reimburse the Clients for the audit costs. Contractor shall incorporate these requirements into all subcontracts and Personnel agreements.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If Clients determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the Clients, the Clients may without penalty, in their discretion, (a) withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the Clients, (b) treat the failure as a good faith dispute under RCW 39.76.020; (c) demand written assurance of performance as provided herein; (d) procure substitute services as provided herein, or any other remedy allowed by law.

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- 11.2. Right of Assurance. If the Clients in good faith have reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the Clients may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the Clients, by the date specified the demand, the Clients may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the Clients and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the Clients, at no additional cost to the Clients. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the Clients, provide all necessary design drawings, estimates, and all other professional services the Clients deems necessary to rectify and correct the matter to the satisfaction of the Clients. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the Clients and the termination or expiration of the Contract.
- 11.4. Remedies. In an emergency or threat to public health or safety, either County or VMW may take immediate remedial action or procure substitute services at Contractor's expense without prior notice. All County and VMW rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County and VMW at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. Contractor is liable for all excess costs and cover damages incurred by Clients. The Clients will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any defects, damages, expenses, or costs incurred by the Clients due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Any party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the Clients may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the Clients for any and all costs, expenses, penalties, and fees incurred by the Clients in procuring such Services in substitution for those due from the Contractor under the Contract.

SECTION 12. GOVERNING LAW AND DISPUTES

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the Clients. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the Clients' Contract Representatives or designee. All decisions of the Clients' Contract Representatives are considered final; however, nothing herein prohibits either party from seeking judicial relief.

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Should the County and WMW disagree with regard to any dispute involving the Contractor, the County and WMW will resolve such disagreement through negotiation. If negotiation does not resolve the matter, the County and WMW will each select one representative and those representatives will jointly select a third representative. This panel will then resolve the dispute, which shall be final and conclusive.

SECTION 13. PREVAILING WAGE

Does Not Apply

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the Clients and the Contractor.
- 14.5. 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.
- 14.6. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this (a) applicable local, state, federal laws and regulations, (b) Contract Amendments, (c) this Contract, (d) Attachments or exhibits, (e) solicitations and any addenda.
- 14.7. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 14.8. Non-Exclusive Contract. This Contract does not guarantee any minimum volume of work or compensation under this Contract. The Clients may at their discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.

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- 14.9. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8.5 (Independent Contractor), 9 (Intellectual Property and Confidential Information), 11 (Rights and Remedies), 12 (Governing Law and Disputes), and 14 (General Provisions).
- 14.10. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

END OF DRAFT CONTRACT