

## 2025-011 REOUEST FOR PROPOSAL

#### **INSTRUCTIONS**

PURCHASING DEPARTMENT

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

<u>Materials and/or Service Requested</u>: Kitsap County is issuing this Request for Proposals (RFP) to obtain proposals from qualified vendors for as needed autobody repair services. The County currently has over 300 vehicles in their fleet. The County intends to enter into multiple contracts with different vendors at strategic points within the County to create a roster of services. This agreement will be for a three (3) year period. At the option of the County, the agreements may be extended for an additional one-year periods.

<u>Schedule of Events</u>: The following is County's best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Proposal	Monday, February 24 <sup>th</sup> 2025
Written Questions Due	Monday, March 10 <sup>th,</sup> 2025, by 3:00 pm
Addendum Issued	Monday, March 17 <sup>th</sup> 2025
Proposal Due Date	Thursday, March 20 <sup>th</sup> , 2025, by 2:00 pm

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

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

Phone: (360) 337-4789

Email: Purchasing@co.kitsap.wa.us

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

**Physical Address** for courier or hand delivery:

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

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

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#### **EXHIBITS**

Exhibit A	Exhibit A WORK REQUIREMENTS		SAMPLE CONTRACT
Exhibit B	PROPOSAL FORM		
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- 1. <u>Definitions</u>. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
  - A. <u>Addenda</u> means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
  - B. Bid or Proposal means the offer submitted by a Bidder in response to this Solicitation.
  - C. <u>Bidder</u> means the person or entity submitting a proposal in response to the Solicitation.
  - D. <u>Contract</u> means the agreement to provide the goods and/or services that are the subject of this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Bid Instructions, scope of work, specifications, all exhibits, any County clarifications and addenda, the Contractor's proposal as accepted by County, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
  - E. <u>Contractor</u> means the person or entity awarded a Contract resulting from the Solicitation.
  - F. <u>Solicitation</u> means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
  - G. <u>Work or Services</u> means all work to be performed, services to be provided, and equipment to be furnished as identified in the Solicitation.

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

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

by the Proposal due date and time. Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date <u>and</u> time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of the County.

### 5. Format, Submission, Copies, Signature

- A. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include DOC and DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
- B. Proposals are to be submitted to the Purchasing Supervisor at the address identified on the Solicitation in a sealed envelope/package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside. Proposals submitted by email or fax are not considered. Flash drives and thumb drives are acceptable. All exhibits and Addenda are signed by a person authorized to sign on behalf of Bidder. Unsigned Proposals are rejected as incomplete.
- C. Bidders shall submit: one (1) original, marked "original", and one (1) electronic copy of their Proposal.
- D. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
  - 1. <u>Corporation</u>. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
  - 2. <u>Partnership</u>. Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature).
  - 3. <u>Limited Liability Company</u>. Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
  - 4. <u>Joint Venture</u>. Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
- 6. <u>Acceptance Of Terms And Conditions</u>. Submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
- 7. <u>Addenda</u>. Bidders are responsible for checking for Addenda, which will be posted on County website at <a href="https://www.kitsapgov.com/das/Pages/Online-Bids.aspx">https://www.kitsapgov.com/das/Pages/Online-Bids.aspx</a>. County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Proposal Certification form and submit all signed Addenda and completed exhibits with the Proposal.
- 8. <u>Addenda Conflict</u>. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
- 9. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal. The absence of an identified exception or assumption on the form shall mean Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. Proposals with a material exception or deviation to any Solicitation requirement may be rejected.
- 10. <u>Costs Proposal, Taxes</u>. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. The total cost shall include all freight,

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handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the goods. All prices shall include freight FOB destination, freight included to the designated delivery point. County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees and other charges not identified on the Cost Proposal form shall be the responsibility of Bidder.

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

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accept or reject any like item and may require Bidder to provide additional information and/or samples. If a Proposal does not otherwise specify, it is understood that the referenced Identifiers will be provided under the Contract.

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

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- 30. <u>Interviews, Demonstrations</u>. County reserves the right, but not the obligation, to conduct interviews and/or demonstration with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria.
- 31. <u>Contract Terms</u>. Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions form is considered acceptance. County reserves the right to add terms and conditions during Contract negotiations.
- 32. <u>Negotiations, Award</u>. Negotiations are scheduled at County's convenience. Should the evaluation process result in a top-ranked Proposal, County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to County.
- 33. <u>Licenses, Certifications, Business Standing</u>. Bidders, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and for the Contract duration. A Contractor whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSCC) must remain in good standing with the WSCC during the Contract term. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSCC and the state where the original documents were filed.
- 34. <u>Background, Security Investigations</u>. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
- 35. <u>Conflict of Interest</u>. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter 72.23 RCW.
- 36. <u>Debarment</u>. Bidder certifies, by submission of the Proposal, that Bidder fully complies with Federal, State, and County certification requirements for debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment, Suspension and implemented at 34 CFR, Part 85.
- 37. <u>Gratuities, Kickbacks</u>. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
- 38. Public Records, Confidential Information. All Proposals and other materials submitted are County property for use as it deems appropriate and subject to release pursuant to the Public Records Act (Act), Chapter 42.56 RCW. Bidders are to clearly identify in a Proposal any specific information claimed to be confidential or proprietary. If the County receives a request under the act to inspect the information clearly identified by Bidder as exempt from disclosure, county's sole obligation will be to make a reasonable effort to notify bidder of the request and the date the exempt information will be released to the requestor unless bidder obtains a court order to enjoin disclosure pursuant to rcw 42.56.540. county will release the records unredacted on the date specified, absent receipt of a court order. county will not claim any exemption from disclosure under the act on behalf of a bidder. County will not be liable

to Bidder for releasing records that have been marked by Bidder as exempt.

- 39. <u>Compliance with Funding Requirements</u>. If the procurement involves the expenditure of state or federal financial assistance or grant funds, Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable even if not set forth in the Solicitation.
- 40. <u>Subcontractors</u>. Bidder shall not subcontract work under the Contract without the prior written consent of County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.
- 41. <u>Reference Checks</u>. County may conduct reference checks to verify and validate Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. County may also obtain reference checks, in addition to those provided by Bidder, relevant to the Solicitation requirements and prospective working relationship with Bidder. Provide four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.
- 42. <u>Protests</u>. All protests shall comply with the procedures adopted by the Purchasing Division. KCC 4.116.050. County has no obligation to postpone Contract award pending resolution of a protest.
- 43. <u>Proposal Format, Contents</u>. Bidders are to provide all information requested in the Solicitation in the requested format identified in the Proposal Contents, Evaluation Criteria exhibit.

**END OF INSTRUCTIONS** 

# 18 ST WASHINGTON

# 2025-011 REQUEST FOR PROPOSAL

# EXHIBIT A WORK REQUIREMENTS

#### **PURCHASING DEPARTMENT**

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

### **WORK REQUIREMENTS**

#### 1. Location

Kitsap County is looking for 3 contractors strategically located throughout the county or a vendor with multiple locations. Any repairs authorized by the Fleet Manager will need to be completed at contractors' facility. If contractor needs to transport vehicle to another location for repairs, prior written authorization will need to be obtained from the County's Fleet Manager.

# 2. Secure locked storage facility

The contractor must have a secure facility to store County Fleet vehicles in their possession that includes locked fencing, and a locked secured location for all keys. When the contractor is not actively working on vehicles, the vehicles will be fully locked, and if applicable anti-theft systems activated. The contractor understands that in order to accomplish the work required the contractor will have to take temporary custody of marked law enforcement patrol cars for periods of time. The contractor shall not permit any subcontractors to have access to patrol vehicles without first obtaining written permission from the Fleet Manager.

### 3. Body Repair and Painting

The contractor will provide auto body repair and painting services for vehicles and equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of vehicle bodies, and other repair services. Bent parts are to be straightened and reinforced or replaced, if necessary, all paint work will be to industry standards.

#### 4. General Shop Requirements

The vendor's body shop will meet the following minimum requirements:

- a) Be able to perform complete body repairs, as well as paint vehicles and equipment
- b) Maintain a paint booth that is in legal compliance with all applicable laws.
- c) Possess a MIG and TIG welder or other electric spot-welding equipment for body welding. Gas welding is not acceptable. The vendor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- d) Be available during normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

## 5. Estimate Process Requirements

The proposer will provide estimates for body repair and painting on an as needed basis as requested by the County Fleet Manager. Estimates will include:

- a) Make, model and mileage of vehicle
- b) License plate number
- c) County Fleet Number
- d) Itemized list of description of work to be performed
- e) Estimated number of labor hours of task
- f) Itemized list of parts and paint materials costs
- g) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- h) Total repair estimate including Washington State Sales Tax
- i) Approximate schedule to complete the repairs after receiving a notice to proceed
- j) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used.

Prior to any repair, the County will review the estimate and confirm that the estimate includes an accurate description of vehicle condition. All repair estimates must be approved by the County Fleet Manager in writing and in advance of work being performed. The County does not guarantee approval for work on every estimate. The County reserves the right to solicit multiple quotes for repairs.

#### 6. Parts

The parts used to provide automotive body repairs will be new unused OEM, remanufactured OEM, (or aftermarket parts as specified), materials and labor. Remanufactured or used parts may only be used if new OEM or remanufactured OEM parts are not available.

## 7. Alignment

Proposer agrees to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after alignment will be included in each repair order. Proposer will ensure personnel or sub-contractor are qualified to perform alignment work.

## 8. Framework

Proposer agrees to perform frame straightening of all vehicles when needed and when approved by the Fleet Manager. Proposer will ensure personnel or sub-contractor are qualified to perform all framework.

### 9. Airbag Components

All airbag components shall be replaced with NEW O.E.M. parts when the decision has been made by the Fleet Manager to replace the components.

## 10. Major Repairs

If metal body or plastic components are damaged beyond repair, the damaged area will be cut

out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

## **11. Painting Process Requirements**

The paint process will consist of current industry standards and will match factory paint color to the best of your ability.

# 12. Acceptable Paint Manufacturers

All paints used will be from a qualified and reputable paint manufacturer, such as, but not limited to: Diamont, Dupont, Duramix, Kuston Shop, PPG and Sherwin-Williams. Proposers shall provide the name of the paint manufacturer uses in each estimate.



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# 2025-011 REQUEST FOR PROPOSAL

# EXHIBIT B PROPOSAL FORM

### **PURCHASING DEPARTMENT**

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# PROPOSAL FORM

1. Provide the address of the facility that will perform work for the County. Location shall be within one of the

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

geographical areas provided.	
2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.	
3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)	
4. Does your shop meet the general shop requirements listed in section 4 of attachment A Yes  5. List of references from governmental or businesses you have provided similar services to (Provide 3).	_ No
6. What estimating software do you use?	

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7. have you worked with other Go	overnmental Agencies in the past?	? If yes please list them.
The undersigned shall, if awarded with the conditions, specifications	•	nty, the following items in accordance in the Request for Proposal.
Body Repair Labor	Cost Per Hour	
Painting Labor	Cost Per Hour	
Sandblasting Labor	Cost Per Hour	
Framework labor	Cost Per Hour	
Materials (cost plus markup)	Markup percentage	
Parts (cost plus markup)	Markup percentage	
Bidder's Signature (Authorized Re	presentative): _	
Print Name and Title of Signer:		
Fillit Name and Title of Signer.		
Dated thisday of	, 20	

# IS NASHINGTON

# 2025-011 REQUEST FOR PROPOSAL

# EXHIBIT C PROPOSAL CERTIFICATION

#### **PURCHASING DEPARTMENT**

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

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

BIDDER AND REPRESENTATIVE INFORMATION				
Legal Name of Bidder: (Provide <i>full legal</i> name)				
Bidder's Trade Names				
Bidder's Street Address:				
Bidder's Website				
Bidder Organization Type:	Corporation:	☐ Domestic	☐ Foreign	
(Check applicable box)	Limited Liability Company (LLC):	☐ Domestic	☐ Foreign	
	Partnership:	☐ Domestic	☐ Foreign	
	Sole Proprietorship:			
State and Date of Formation:	Identify the state where the e.g., 'Washington' if domestinot Washington)		•	
Federal Tax ID No.				
Washington State UBI No.				
State Industrial Acct ID No.				
Name/Title of Bidder's Representative:				
Representative's Address:				
Representatives Phone Nos				

Representative's Email Address:			
Identify all Addenda received by Bidder:	Addendum No/Date  Addendum No/Date		
·	Addendum No/Date		
	Addendum No/Date		
	Addendum No/Date		
Did an outside individual/agency assist with the bid preparation? $\Box$ Yes $\Box$ No			
If yes, please identify the individual/agency:			

- 1. <u>Understanding</u>. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation and agrees to abide by the same. Bidder will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.
- 2. ACCURACY. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
- 3. <u>LEGAL CONSIDERATION</u>. Bidder understands and acknowledges that it is the Bidder's responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
- 4. <u>LIABILITY FOR ERRORS</u>. 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.
- 4. <u>LIABILITY FOR ERRORS</u>. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
- 5. No Collusion or Anti-Competitive Practices. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without

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for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations for the purpose of presenting a bid.

- 6. <u>FIRM OFFER</u>. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of <u>ninety (90)</u> days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
- 7. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
- 8. <u>NO REIMBURSEMENT</u>. Bidder certifies that Bidder understands that the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
- 9. Performance. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
- 10. Public Records. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information that has been identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be released to the requestor unless the bidder obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that have been marked by the bidder as exempt.
- 11. INSURANCE. Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.

12.	DEE	BARMENT. Bio	der c	ertifies as t	follows (mus	t check one	÷):						
			, decla	ared ineligi	nd/or its pri ible, or volur	•		•		•		•	
		DEBARRED.	As de	etailed on	the attache	d explanati	on (Bidde	er to pr	ovide),	Bidder a	nd/or	its pri	ncipals

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presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

judgment rendered against Bidder or such officers, directors, and managers for commission of frauc or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; or a commission of any of the offenses enumerated in this paragraph; or a commission of any of the offenses enumerated in this paragraph; or managers have been convicted or had a civil judgment rendered against Bidder or such officers directors, or managers for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.  14. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):    NO WAGE VIOLATIONS. Bidder certifies as follows (must check one):    NO WAGE VIOLATIONS. Bidder certifies as follows (must check one):    WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):    WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):    WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):    WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):    WAGE THEFT PREVENTION. Bidder to general jurisdiction to have willfully violated, as defined in RCW 49.48.08.2, approvision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; or general jurisdiction to have willfully violate	13.	CRIMINA	AL OFFENSE, CIVIL JUDGMENT. Bidder certifies as follows (must check one):
the three (3) year period preceding the date of this Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers directors, or managers for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.  14. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):    NO WAGE VIOLATIONS. Bidder has NOT been determined by a final and binding citation and notice or assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; or or or of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.  15. Termination for Default or Cause. Bidder certifies as follows (must check one):    NO Termination for Default or Cause. Bidder certifies as follows (must check one):    NO Termination for Default or Cause. Bidder date of this Solicitation, Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local go			the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a
<ul> <li>No Wage Violations. Bidder has NOT been determined by a final and binding citation and notice or assessment issued by the Washington Department of Labor and Industries or through a civi judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; on</li> <li>Violations of Wage Laws. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.</li> <li>15. Termination for Default or Cause. Bidder certifies as follows (must check one):          <ul> <li>No Termination for Default or Cause. Bidder certifies as follows (must check one):</li> <li>No Termination for Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contract terminated for cause or default; or</li> <li>Termination for Default or Cause. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.</li> </ul> </li> <li>16. Taxes. Bidder certifies as follows (must check one):          <ul> <li>Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; or Delinquent Taxes. As detailed on the attached explanation (Bidde</li></ul></li></ul>			
assessment issued by the Washington Department of Labor and Industries or through a civi judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; or the above-referenced Solicitation date; or WIOLATIONS OF WAGE LAWS. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.  15. Termination for Default or Cause. Bidder certifies as follows (must check one):    No Termination for Default or Cause. Bidder certifies as follows (must check one):    No Termination for Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contract terminated for cause or default; or    Termination for Default or Cause. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.  16. Taxes. Bidder certifies as follows (must check one):    Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; or Delinquent Taxes. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns.	14.	WAGE 7	
assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.  15. Termination for Default or Cause. Bidder certifies as follows (must check one):    No Termination for Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contract terminated for cause or default; or    Termination for Default or Cause. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.  16. Taxes. Bidder certifies as follows (must check one):    Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; or     Delinquent Taxes. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns.			assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to
<ul> <li>□ No Termination for Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contract terminated for cause or default; or</li> <li>□ Termination for Default or Cause. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.</li> <li>16. Taxes. Bidder certifies as follows (must check one):</li> <li>□ Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; or Delinquent Taxes. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns.</li> </ul>			VIOLATIONS OF WAGE LAWS. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.
date of this Solicitation, had one (1) or more federal, state, or local governmental contract terminated for cause or default; <b>or</b>   Termination for Default or Cause. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.  16. Taxes. Bidder certifies as follows (must check one):    Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; or Delinquent Taxes. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns.	15.	TERMIN	ATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):
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<ul> <li>□ TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; or DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns.</li> </ul>			TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.
payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; of Delinquent Taxes. As detailed on the attached explanation (Bidder to provide), Bidder has not paid of arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns.	16.	TAXES.	Bidder certifies as follows (must check one):
arranged for payment of all taxes due by the Bidder and/or has not timely filed all required return			TAXES PAID. Except as validly contested, Bidder is <u>not</u> delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; <b>or</b>
			DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

17.		REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a tion, limited liability company, partnership) certifies as follows (must check one):
		CURRENT LAWFUL REGISTRATION. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports; OR
		Delinquent Registration. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.
18.		TION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):  BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above.  OR
		BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid; OR
		BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. Note: County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.
19.	SUBCONT	RACTORS. Bidder certifies as follows (must check one):
		No Subcontractors. If awarded a Contract, Bidder will <u>not</u> utilize subcontractors to provide the goods and/or services subject to this Solicitation; OR Subcontractors. As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do <u>not</u> provide any social security numbers.
20.	individu referend Bidder's ability t	EES. Bidder certifies the references provided to the County have worked with Bidder and that such als and firms have full permission, without any additional requirement or release, to provide such sees and information to the County. Bidder hereby authorizes the County (or its agent) to contact references and others who may have pertinent information regarding Bidder's prior experience and perform the Contract, if awarded. Bidder further authorizes such individuals and firms to provide sees and release such information to the County.
21.	for the	D LICENSES/CERTIFICATIONS. Bidder certifies that Bidder is fully licensed and certified (in good standing) type of work to be performed in Washington state as identified in the Solicitation at the time of the will remain so throughout the Contract term.
22.	above;	ZATION. The undersigned certifies that he/she is an authorized representative of the Bidder identified is authorized to submit this bid and make these certifications on behalf of the Bidder; and further under penalty of perjury under the laws of the State of Washington, that the certifications herein are

true and correct and made in good faith:

Bidder's Signature (Authorized Representative):		
Print Name and	Title of Signer:	
Dated this	_day of	



# 2025-011 REQUEST FOR PROPOSAL

# EXHIBIT D EVALUATION CRITERIA

#### **PURCHASING DEPARTMENT**

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

#### **EVALUATION CRITERIA**

The following criteria will be used to score each submittal.

Location of facility for repairs	pass or fail
Ability to adequately secure County vehicles and keys.	pass or fail
General Shop requirements needed to complete repairs & estimates	30 points
Experience, certifications and training of staff to do repairs	25 points
Past experience with the County or other Governmental Agency	10 points
References	10 points
Cost per hour rates to perform work estimated	25 points
Total	100 points

## **Scoring and Selection**

Each response to the RFQ will be evaluated on the above criteria. The top scoring firms up to three (3) may be selected and may be awarded a contract creating a roster for services for each corresponding location within the County.

The evaluation team will consist of not less than three (3) County employees who have direct knowledge of the work to be performed and who will be directly impacted by the services provided under the agreement. The average of the scores from each member of the evaluation team will be used to determine the selected firms. Scoring is based on the most qualified firms to provide the indicated services.



# 2024-000

REQUEST FOR PROPOSAL

# EXHIBIT E SAMPLE CONTRACT

## **PURCHASING DEPARTMENT**

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