

	2025-028 REQUEST FOR QUALIFICATIONS	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	INSTRUCTIONS	

Materials and/or Service Requested: Kitsap County Point No Point Stormwater Management Analysis Project

Kitsap County Public Works Stormwater Division (“County”) seeks statements of qualifications from firms to conduct stormwater modeling, provide preliminary stormwater design alternatives, and coordinate with project partners, stakeholders, area Tribes and the community on stormwater issues and options for a low-elevation and high-water table coastal neighborhood and proposed estuary restoration project in the Point No Point area.

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

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Qualifications	Wednesday July 9, 2025
Written Questions Due	Monday July 21, 2025, by 2:00 pm
Addendum Issued	Friday, July 25, 2025
Proposal Due Date	Wednesday July 30, 2025, at 2:00 PM
Demonstrations	Will schedule as needed

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

Mailing Address for USPS delivery:

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

Phone: (360) 337-4789

Email: Purchasing@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 RESPONSE IN RESPONSE TO THIS SOLICITATION, BIDDER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION. NEGLIGENCE IN PREPARING A SUBMISSION CONFERS NO RIGHT OF WITHDRAWAL AFTER THE SUBMISSION DUE DATE AND TIME.

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

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

2. Pre-Bid Conference, ADA Accommodations. County may hold a pre-proposal conference to answer questions regarding the Solicitation requirements. Requests for reasonable ADA accommodations should be directed to the Purchasing Supervisor at least five (5) days prior to the pre-bid 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 Response. Failure to do so will not relieve Bidder of any responsibilities under the Solicitation or subsequent Contract. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Only answers to questions communicated in an issued Addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from the Purchasing Supervisor may be disqualified.**
4. Submission Due Date, Time. Submissions must be received by the Purchasing Office at the specified

location by the Submission due date and time. Bidder is responsible for the timely delivery, regardless of the delivery method. Submissions and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of the County.

5. Format, Submission, Copies, Signature

- A. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include DOC and DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
- B. Responses 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. Responses 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 Submissions are rejected as incomplete.
- C. Bidders shall submit: **one (1) original**, marked "original", **One(1) hard copy**, and **one (1) electronic copy** of their Submission.
- D. Submissions are to be signed by the person with legal authority to act on behalf of the entity.
 - 1. Corporation. Submission shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
 - 2. Partnership. Submission shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature).
 - 3. Limited Liability Company. Submission shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
 - 4. Joint Venture. Submission shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.

6. Acceptance Of Terms And Conditions. Submission of a Response pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.

7. Addenda. Bidders are responsible for checking for Addenda, which will be posted on County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Submission Certification form and submit all signed Addenda and completed exhibits with the Submission.

8. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.

9. Exceptions, Assumptions. Submissions 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 Submission 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 Submission.** 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. Submissions with a material exception or deviation to any Solicitation requirement may be rejected.

10. Rejection, Waiver. County in its sole discretion retains the right, without penalty, to reject some or all Submissions or portions thereof, and/or waive or reject any defects, informalities, or irregularities.

11. Non-Responsive Submission. County in its sole discretion retains the right, without penalty, to any Submission, in whole or in part, as nonresponsive if the Submission 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. Submissions will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12. Preparation Costs. Bidder understands and agrees County is not responsible for any costs incurred by Bidder in the preparation or submission of a Submission including without limitation costs associated with demonstrating, presenting, or negotiating in response to the Solicitation.
13. Acceptance Period. All Submissions timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
14. Acceptance Does Not Bind County. Acceptance of a Submission does not bind County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
15. County Right to Withdraw or Amend. County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to County.
16. Bidder's Withdrawal or Modification. Bidder may modify or withdraw a submitted Response prior to the due date and time. A request to modify or withdraw a Submission must be in writing, signed by Bidder's authorized representative and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Submission may be re-submitted prior to the Submission due date and time.
17. Bidder Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder and must be included in Bidder's response to the Solicitation.
18. Serial Numbers. Equipment included in a Submission shall possess the original unaltered manufacturer's serial number. County, throughout the Contract term, reserves the right to reject any altered equipment.
19. Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers (collectively "Identifiers") in the Solicitation are intended to indicate the level of quality, design, or performance desired. Submissions with equivalent products of equal or greater quality, design or performance may be considered. Submissions must clearly describe alternate Identifiers and indicate how it differs from the product specified in the Solicitation; and include complete and sufficient descriptive literature and specifications to enable a full and fair determination of whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. County has the sole discretion to accept or reject any like item and may require Bidder to provide additional information and/or samples. If a Submission does not otherwise specify, it is understood that the referenced Identifiers will be provided under the Contract.
20. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall mean that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Solicitation shall be made based of this statement.
21. Descriptive Literature. All Submissions 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 Submission submitted.
22. Test Models, Samples. County may request any or all Bidders to provide a test model or sample of the

product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. County is not responsible for any damages that may occur to any model or sample supplied for testing.

23. Non-Exclusive Contract. County intends to award one contract and does not anticipate multiple awards. Regardless, County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of County. Contracts resulting from the Solicitation are not exclusive service agreements.
24. Firm Pricing. Prices will be firm for the Contract duration identified in the Solicitation unless the solicitation specifically provides otherwise.
25. Applicable Laws. The Solicitation, Submission, 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.
26. Compliance with Laws. Contractor and its Submission 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.
27. Interlocal Purchasing Agreements. This is for information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with the County may purchase from County contracts. Bidder has the option to agree to sell additional items at the Submission 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 Submission.
28. Discussions. County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Submission and assure full understanding of, and responsiveness to, Solicitation requirements.
29. Interviews, Demonstrations. County reserves the right, but not the obligation, to conduct interviews and/or demonstration with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria.
30. Contract Terms. Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions form is considered acceptance. County reserves the right to add terms and conditions during Contract negotiations.
31. Negotiations, Award. Negotiations are scheduled at County's convenience. Should the evaluation process result in a top-ranked Submission, 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 Submission will be most advantageous to County.
32. Licenses, Certifications, Business Standing. Bidders, both corporate and individual, must be fully licensed

and certified (in good standing) for the type of work to be performed in Washington state at the time of Submission 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.

33. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
34. Conflict of Interest. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter 72.23 RCW.
35. Debarment. Bidder certifies, by submission of the Response, 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.
36. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
37. Public Records, Confidential Information. All Submissions 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 Submission 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.
38. Compliance with Funding Requirements. If the procurement involves the expenditure of state or federal financial assistance or grant funds, Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable even if not set forth in the Solicitation.
39. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.
40. Reference Checks. County may conduct reference checks to verify and validate Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. County may also obtain reference checks, in addition to those provided by Bidder, relevant to the Solicitation requirements and prospective working relationship with Bidder. Provide four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.
41. Protests. All protests shall comply with the procedures adopted by the Purchasing Division. KCC 4.116.050. County has no obligation to postpone Contract award pending resolution of a protest.

42. Submission Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format identified in the Submission Contents, Evaluation Criteria exhibit.

END OF INSTRUCTIONS

EXHIBIT A SCOPR OF WORK

Kitsap County Point No Point Stormwater Management Analysis Project

Project Overview

Kitsap County Public Works Stormwater Division (“County”) seeks statements of qualifications from firms to conduct stormwater modeling, provide preliminary stormwater design alternatives, and coordinate with project partners, stakeholders, area Tribes and the community on stormwater issues and options for a low-elevation and high-water table coastal neighborhood and proposed estuary restoration project in the Point No Point area.

Project Background:

Kitsap County is responsible for surface water planning and management in unincorporated Kitsap County, overseeing a drainage system that spans several watersheds with freshwater lakes, salmon-bearing streams, and direct drainage to Hood Canal and Puget Sound. The County's mission is to protect local waterbodies, reduce runoff pollution, and address local flooding while meeting regulatory requirements and delivering improved water quality benefits to approximately 180,000 residents.

This project is located in unincorporated Hansville, WA at the site of the Point No Point Treaty and the oldest lighthouse in Puget Sound. The existing stormwater conditions in the Point No Point area have posed periodic challenges to residential areas, public infrastructure, habitat and water quality. Existing stormwater ditches receive surface and groundwater flow from an approximate 600-acre basin. Groundwater comes to the surface in these ditches, which are typically sited in the lowest elevations in the area. During periods of higher precipitation and high tides, the adjacent estuary/marsh and ditch capacity for storage and timely discharge is exceeded, resulting in ponding and flooding. As a result, this area has been the site of periodic flood-related property damage to homes, utilities, and septic systems.

Since 2017, the Mid Puget Sound Fisheries Enhancement Group (MSFEG) has been working to evaluate feasibility and design concepts for an estuary restoration project at this location to create habitat for salmon, improve water quality, and potentially reduce flood and erosion hazards. The estuary restoration feasibility analysis indicated a need to evaluate storm and surface water conditions that may exist after the restoration and levee project is completed, and a determination of how best to mitigate flooding that could occur under both the existing condition scenario and potential future restoration scenario. The County also has an interest in understanding stormwater needs in this area moving forward in relation to sea level rise and changing climatic conditions. A current and future scenarios stormwater assessment of this low-elevation and high-water table coastal neighborhood will address this critical data gap.

Project Description:

The qualified Consultant will perform hydrologic and hydraulic modeling and develop preliminary stormwater management design alternatives for the proposed Point No Point estuary restoration and levee project and the adjacent Hansville residential area. The scope includes coordination with agency partners, local Tribes, stakeholders, and the public to identify and evaluate stormwater infrastructure needs and constraints. Modeling outputs and analysis will quantify potential advantages and disadvantages of estuary restoration scenarios and other Best Management Practices (BMPs) and support the identification of a preferred stormwater management strategy that is resilient to future land use, restoration, and sea level rise or other hydrologic shifts. Deliverables will inform capital planning, permitting pathways, and design refinement.

Project Goals and Objectives

The primary goal is to assess stormwater infrastructure options for the Hansville area, accounting for scenarios with and without estuary restoration. Using science-based methods and stakeholder input, the Consultant will model current and future land use and stormwater conditions, evaluate management alternatives, and recommend strategies for controlling runoff quality and quantity in both the estuary and surrounding neighborhood. Specific outcomes of the project will include:

1. A model that can evaluate changes to surface water flow and flooding that may occur under existing land use conditions and as part of the estuary restoration project.
2. A model that evaluates stormwater flow through a fish passage barrier on a private road and overlays Tribal Treaty Rights and can be used in future scenarios or projects.
3. A minimum of three conceptual stormwater management design alternatives evaluated for technical feasibility, long term operation and maintenance, ecological benefit, social benefit, and resiliency.
4. One preliminary design for the preferred design concept.
5. A final project report, case study, and story map that summarizes work performed and outcomes.
6. Outreach and engagement with approximately 50 to 100 landowners, area Tribes and other community stakeholders, including a minimum of one public meeting.

This project will deliver the information and tools needed to make informed decisions about stormwater management in the Hansville area, with and without estuary restoration. The Consultant's work will help identify feasible, cost-effective solutions that reflect community input, environmental priorities, and future conditions.

Scope of Work

Task 1 – Project Development

The Consultant shall ensure regulatory compliance before starting technical work.

Consultant Responsibilities:

- Determine Quality Assurance Project Plan (QAPP) Requirements:
 - Lead discussions with Washington State Department of Ecology (Ecology) to confirm if a QAPP is required.
 - If required, develop and submit a project-specific QAPP for approval.
- Comply with Section 106 Cultural Resources Review Requirements. Complete cultural resource review requirements as described and receive a Final Determination by Ecology prior to any site disturbing work and finalizing design alternative.
 - Develop an Ecology Cultural Resources Review Form along with any supporting documents
 - Develop an Ecology Inadvertent Discovery Plan (IDP). Ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

County Responsibilities:

- Submit required documentation to Ecology.

Assumptions:

- *The County will be completing a separate archaeological survey in summer 2025, to be referenced and incorporated by the Consultant in this task.*

Deliverables:

- **Approved QAPP or written waiver** from Ecology.
 - **Cultural Resources Review completion**
-

Task 2 – Project Administration & Reporting

The Consultant will oversee project management, monitoring, and communicating the status of the project scope, schedule, and budget to the County to ensure smooth execution.

Consultant Responsibilities:

- Facilitate **one (1) initial project meeting** with County staff (and potentially Ecology staff) to confirm project scope.
- Conduct **one (1) project closure/post-project review** meeting.
- Hold **bi-weekly project management check-ins** (virtual or in-person).
- **Submit monthly invoices and Ecology-compliant progress reports**, including:
 - Summary of work completed per task.
 - Deliverables submitted.
 - Scope, schedule, and budget status.
 - Financial summary by task, including outstanding issues.
- Assist the County in meeting **Ecology grant administration** requirements:
 - Backup documentation for reimbursement requests.
 - Quarterly reports tracking costs and activities.
 - Data reporting for FEATS, WQX, and EIM systems. If environmental data are collected, the Consultant will support formatting and preparing datasets for submission to the Water Quality Exchange (WQX) and Ecology’s Environmental Information Management (EIM) system, in accordance with QAPP protocols. The County will upload final datasets.
 - Development of the Final Project Fact Sheet, Project Outcome Summary Report, and Closeout Report

County Responsibilities:

- Attend project meetings and check-ins.
- Review and approve invoices.
- Oversee Ecology grant administration.

Assumptions

- *The project will have an estimated 17-month duration (July 2025 – December 2026).*
- *The project schedule will be updated as part of monthly progress reports.*
- *All project deliverables will follow the Standard Review Process for submission, feedback, and approval.*

Deliverables:

- **Monthly invoices and project reports.**
- **Bi-weekly check-ins (as needed, determined by County Project Manager).**

Document Review and Approval Process

Unless otherwise specified, all project-related documents will follow the **Standard Review Process** below to ensure consistent review, feedback, and finalization. The County will be responsible for uploading deliverables

to Ecology’s EAGL platform; the Consultant will assist by preparing submittal-ready content and responding to Ecology comments as needed.

Specifically:

1. **Consultant Responsibilities:**
 - Prepare and submit **draft deliverables** for review.
 - Address feedback and provide a **Response to Comments Addendum**.
2. **County Responsibilities:**
 - Facilitate **stakeholder review** and consolidate feedback.
 - Submit the document for **Ecology’s review** (if applicable).
3. **Finalization Process:**
 - Ecology provides final comments (if applicable).
 - Consultant incorporates final feedback and produces **final document**.
 - County submits the **final document** to Ecology.
 -

This review process applies to all deliverables requiring feedback from the County, stakeholders, and Ecology.

Task 3 – WWHM Modeling

This task involves hydrologic and hydraulic modeling to evaluate existing and future surface water conditions in the Point No Point area, with and without estuary restoration. A continuous simulation hydrologic model will be used to assess current and proposed estuary design scenarios.

Consultant will delineate stormwater basins and sub-basins draining to Point No Point Road and identify sources of existing flooding. Hydrologic modeling will be performed using the Western Washington Hydrology Model 2012 (WWHM) to simulate surface water runoff under existing and future land use and restoration conditions. Output from WWHM will serve as input to an existing, calibrated HEC-RAS 2D surface water model, allowing for a detailed evaluation of sub-basin contributions to flooding. This modeling will help differentiate stormwater and surface water flooding from coastal flooding processes (as addressed in Task 4).

The analysis will compare surface water flows entering the restoration footprint under three scenarios:

- Existing conditions.
- Future conditions with estuary restoration.
- Future conditions without restoration.
-

These comparisons will inform evaluation of the predicted reductions in runoff entering stormwater conveyance systems (e.g., roadside ditches), with and without proposed levees or other BMPs.

No ground disturbance is anticipated during this task.

Task 3.1 – WWHM Model Data Gathering

The Consultant will compile and develop the stormwater data required to support hydrologic and hydraulic modeling. This will include acquisition and synthesis of existing data such as hydrologic and hydrogeologic reports, topography, stormwater infrastructure inventories, drainage basin and sub-basin boundaries, areas of known flooding, stream and wetland delineations, land cover, tidal data, sea level rise projections, and details on existing outfalls and tide gates (including size, location, and condition).

Consultant Responsibilities:

- **Compile and develop** the stormwater data required to support Task 3.2 modeling.
- **Review relevant existing plans, records and data** from Kitsap County and partners. These could include but are not limited to:

- Kitsap County’s Stormwater Comprehensive Plan and SMAP.
- Stormwater complaint records.
- Previous area studies.
- Existing treatment facility locations.
- Kitsap County’s Equity Atlas or other vulnerable/overburdened communities’ information available from Working Group.
- Previous work done by MSFEG as part of the estuary restoration project.
- Where existing GIS data are incomplete or insufficient, the Consultant may conduct **limited on-site surveys** to verify topographic features and stormwater infrastructure elements.
- All data compiled and collected will be documented and summarized in a technical memorandum prepared under Task 3.3.

Task 3.2 – WWHM Model Outputs

The Consultant will model current and future stormwater conditions and summarize preliminary findings in a technical memorandum. The modeling will address three scenarios:

- Existing conditions without estuary restoration.
- Future conditions with full estuary restoration.
- Future conditions without restoration, incorporating alternative stormwater BMPs.

Each scenario will account for projected climate change impacts and sea level rise (SLR) considerations.

Hydrologic modeling will be performed using WWHM, with output data serving as input to the calibrated HEC-RAS 2D surface water model previously developed for the estuary restoration design (see Task 4). Model results and interpretation will be documented in a technical memorandum as outlined in Task 3.3.

Consultant Responsibilities:

- **Perform WWHM hydrologic modeling** based on three identified scenarios.
- Provide relevant project data to inform **County-wide watershed priority list**.

Assumptions:

- *The County will provide as-builts and associated reports for existing facilities.*
- *The County will obtain and provide all available data, plans, reports, operations & maintenance records, and known issues.*
- *The findings from the existing plans, studies, data, and estuary restoration project design work are sufficient to support this effort and it is anticipated that the results from the studies will only need to be refined.*

Task 3.3 – WWHM Model Technical Memorandum

The Consultant will prepare a comprehensive technical memorandum documenting existing surface water and flooding conditions, as well as projected conditions under the existing and two future modeling scenarios. This single draft memorandum will consolidate findings from Tasks 3.1, 3.2, and 3.3 and follow the Standard Review Process (30-day review). Following review, the Consultant will prepare a response-to-comments addendum addressing all feedback received.

Consultant Responsibilities:

- Develop a **WWHM Model Technical Memorandum** summarizing:
 - Modeling approach
 - Data sources and outputs
 - Methodologies
 - Results

Memorandum will include:

- Maps illustrating existing topography; basin and sub-basin boundaries; stormwater infrastructure; wetlands and streams; fish passage barriers; roads; and modeled flooding extents under both existing and future conditions
- Model Inputs chapter
- Model Outputs chapter
- Response to Comments addendum

Deliverable:

- **Draft & Final WWHM Model Technical Memorandum** (*following the Standard Review Process*).

Task 4 – HEC-RAS 2D Modeling

Using WWHM model outputs and other relevant data, the Consultant will calibrate the existing HEC-RAS 2D model to simulate surface water conditions under existing and future scenarios. Model runs will represent the three previously described planning scenarios, alongside analyses incorporating variations in climate, precipitation, and sea level rise, based on the best available science and modeling tools.

The Consultant will document model inputs, calibration methodology and results, and scenario-based outputs in technical memoranda, as outlined below.

Task 4.1 – HEC-RAS 2D Data Gathering

The Consultant will compile existing data and generate any additional data necessary to support calibration of the project-specific HEC-RAS 2D model. WWHM output from Task 3 will be used to quantify stormwater and surface water contributions to flooding and to differentiate these sources from coastal flooding influences. A description of all data collected or developed for model calibration will be included in the technical memorandum prepared under Task 3.3.

Consultant Responsibilities:

- **Compile and develop** the stormwater data required to support Task 4.2 modeling.

Task 4.2 – HEC-RAS 2D Model Outputs

The Consultant will model current and future stormwater conditions and summarize the results, including a detailed description of model outputs, in the technical memorandum developed under Task 4.3.

Model outputs will be used to compare surface water flow and flooding conditions under existing and proposed future scenarios, in order to assess whether the proposed levee and/or other stormwater BMPs are likely to reduce surface water volumes and flood levels. These results will also inform evaluation of storage and discharge requirements and support the development of stormwater management options resilient to future sea level and hydrologic changes.

Consultant Responsibilities:

- **Perform HEC-RAS 2D modeling** based on the three previously identified scenarios.

Task 4.2 – HEC-RAS Model Technical Memorandum

The Consultant will prepare a comprehensive technical memorandum summarizing HEC-RAS 2D model outputs and results for existing conditions, as well as projected conditions under the existing and three future modeling

scenarios. These future scenarios incorporate SLR projections and climate-adjusted precipitation patterns using data and tools from the Climate Impacts Group (CIG), along with WWHM outputs reflecting those changes. This single draft memorandum will consolidate findings from Tasks 4.1 and 4.2, and follow the Standard Review Process (30-day review). Following review, the Consultant will prepare a response-to-comments addendum addressing all feedback received.

Consultant Responsibilities:

- Develop a **HEC-RAS 2D Model Technical Memorandum** summarizing:
 - Modeling approach
 - Data sources and outputs
 - Methodologies
 - Results

Memorandum will include:

- Maps and figures illustrating modeled conditions across the different scenarios
- Model Inputs chapter
- Model Outputs chapter
- Response to Comments addendum

Deliverable:

- **Draft & Final WWHM Model Technical Memorandum** (*following the Standard Review Process*).
-

Task 5 – Stormwater Alternative Analysis

Using modeling output results, the Consultant will assess and design climate-resilient stormwater infrastructure options under three scenarios: (1) pre-restoration (existing) conditions, (2) post-estuary restoration conditions, and (3) a future scenario without restoration but incorporating alternative stormwater BMPs. The Consultant will **develop a minimum of three conceptual (10% design) stormwater infrastructure design alternatives**.

Each alternative will be evaluated for technical feasibility, estimated costs, long-term operations and maintenance requirements, ecological and social benefits, resilience to climate change and sea level rise, and potential impacts on cultural resources. Following completion of a cultural resources review, a preferred alternative will be selected, and a 30% design and corresponding cost estimate will be prepared.

Task 5.1 – Assessment of Stormwater Infrastructure

The Consultant will assess existing conditions and constraints related to stormwater infrastructure within the project area. This assessment will include a review of prior drainage studies, evaluation of existing infrastructure mapping, a summary of historical drainage-related service requests, and documentation of past stormwater maintenance activities and practices.

Findings will be compiled in a draft memorandum which will follow the Standard Review Process (30-day review). Following review, the Consultant will prepare a response-to-comments addendum addressing all feedback received.

Consultant Responsibilities:

- Develop a **Stormwater Infrastructure Assessment Technical Memorandum**, including:
 - Location and condition of existing stormwater infrastructure
 - Known historical issues and improvements
 - Any significant existing deficiencies
 - Response to Comments memorandum

Task 5.2 – Conceptual Design Alternatives

The Consultant will develop and evaluate multiple conceptual stormwater design alternatives at the 10% schematic level, considering key system components and performance criteria such as flood reduction, ecological benefits, resilience, costs, and community input. A draft memorandum will summarize these alternatives and the process for selecting a preferred option.

The Consultant will also facilitate a 45-day review period for Ecology’s cultural resources review and Tribal consultation, incorporating feedback into a response-to-comments addendum to the memorandum.

Consultant Responsibilities:

- Develop a minimum of **three (3) conceptual stormwater design alternatives** with schematics at approximately the 10% design level, illustrating primary collection, conveyance, detention, treatment, and outfall elements as applicable.
- Establish **evaluation criteria and performance objectives** to assess alternatives, including factors such as flood reduction to roads, parks, and public infrastructure; ecological restoration benefits; long-term resilience; costs; operation and maintenance; funding potential; and community support.
- Prepare a **memorandum** summarizing the conceptual design alternatives and the basis for selecting a preferred alternative. The conceptual alternatives and memorandum will be provided to Ecology, area Tribes, and project partners for review.
- Support Ecology in conducting cultural resources review and Tribal consultation (Task 1), including facilitating a **45-day review period** for feedback on the conceptual design alternatives.
- Prepare a **response-to-comments addendum** addressing feedback from the memorandum review and cultural resources consultation.

Assumptions:

- *The conceptual project designs will comply with the Kitsap County Stormwater Design Manual and the Washington State Department of Ecology Stormwater Management Manual for Western Washington.*
- *Designs will be based on available GIS data and developed in Bluebeam (PDF), with plan, schematic, and cross-section views.*
- *BMP alternatives will be recommended based on site constraints.*
- *Design figures will be formatted to 11x17 inches for clarity and legibility.*

Task 5.2 – Preferred Alternative Design

Following completion of review and feedback on conceptual design alternatives, the Consultant will prepare a 30 percent design and cost estimate for the preferred alternative. The 30 percent design will follow the Standard Review Process, and a response to comments will be prepared based on feedback received. The 30 percent design will be provided to MSFEG to inform estuary restoration design under future project phases.

Consultant Responsibilities:

- Prepare a **30% design and cost estimate** for the preferred stormwater infrastructure alternative, incorporating feedback received during the conceptual design review.
- Prepare a **response-to-comments memorandum** based on feedback received during the review process.

Deliverables:

- **Stormwater Infrastructure Assessment Memorandum** (*following the Standard Review Process*).
 - **Conceptual Design alternatives** (*following the Standard Review Process*).
 - **Design Alternatives Response to Comments memorandum.**
 - **Preferred Design and Cost Estimate** (*following the Standard Review Process*).
 - **30% Design Response to Comments memorandum.**
-

Task 6 – Partner/Community Engagement and Grant Support

The Consultant will lead public communication and stakeholder outreach in concert with the County, and provide documentation required for Ecology grant compliance. This includes sharing final project outcomes, lessons learned, and recommendations.

The Consultant will develop a communication plan to outline engagement with community members, Tribes, and project partners, and will provide project updates for the County’s website. The Consultant will hold public and stakeholder meetings—in-person or virtually—to present stormwater assessment results and conceptual design alternatives to the community, area Tribes, and County Commissioners.

MSFEG will support outreach by amplifying project progress on its website, including milestones, photos, and a project timeline.

Task 6.1 – Communication Plan

The Consultant will prepare a communication plan that outlines outreach goals, objectives, methods, schedule, and target audiences. The draft will follow the Standard Review Process; a final version will be prepared based on Ecology feedback.

The plan will include:

- Updates on the County project webpage.
- Outreach via various channels (e.g., social media, in-person visits, door hangers, opt-in emails, postcard mailers).
- One-on-one stakeholder engagement, including with Tribes and community members.
- Information to be shared with MSFEG for broader public distribution.

Task 6.2 – Community, Tribal and Partner Engagement

The Consultant will facilitate at least one meeting early in the design process to engage community members, Tribal representatives, and project partners. These meetings will be outlined in the communication plan. Community engagement content will also be provided to MSFEG for dissemination via its channels.

Task 6.3 – Story Map/Case Study

The Consultant will develop a case study that demonstrates climate-resilient stormwater management in a region characterized by high groundwater, low elevation, and king tide influences. The Consultant will collaborate with the County to develop the project story map to position the project within broader, long-term recovery planning efforts, including narrative content, visuals, and web-ready format. The County at its option may choose to host the story map on its public platform, with the Consultant providing content and formatting support.

Task 6.4 – Final Report

The Consultant will prepare a final report summarizing the stormwater assessment process, including modeling methods and results, design criteria, evaluated alternatives, stakeholder feedback, the proposed design, and recommendations for future work. The report will also include cost analyses and implementation considerations such as potential funding sources, coordination requirements with project partners, and proposed timelines.

Consultant Responsibilities:

Task 6 (including all subtasks) includes, but is not limited to:

- Conduct project management and administration, including schedule, budget, and scope control.
- Coordinate review and comment processes, including review milestones and incorporation of feedback from Department of Ecology (grant funding agency).
- Engage with elected officials, agencies, County departments, and other stakeholders as needed.
- Coordinate and facilitate public and stakeholder meetings—either in-person or virtual—to present stormwater assessment results and conceptual design alternatives.
- Provide project updates and documents as appropriate to MSFEG for posting through their channels.
- Develop and update the communication plan.
- Support public outreach efforts, including presentations, web postings, and other communications in coordination with County outreach staff. Provide content for the County’s public-facing project webpage as necessary.
- Project management and administration including routine communications/coordination, scope of work, budget and schedule management and control.
- Provide input for funding agency grant requirements, including necessary documentation for Ecology grant reports as well as necessary documentation, analysis, and narrative content to support the County’s completion of the grant-required Recipient Close-Out Report (RCOR).
- The project will include meetings as outlined in previous Tasks.

County’s Responsibilities:

- Develop and maintain a project webpage summarizing the project and facilitating public input.
- Collaborate in the production of the project story map. Note: The County may choose to host this story map on their own platform.
- Coordinate the production of and submit a Draft Final Project Report to Ecology summarizing methods, results, lessons learned, and recommendations for future work, including costs, partnerships, funding sources, and implementation timelines.

Assumptions:

- *A minimum of four (4) and up to seven (7) meetings are anticipated, including initial project kickoff, individual stakeholder meetings, public/community meeting, and project closeout, along with regular Project Team check-ins. Other meetings may be held virtually.*
- *County and Ecology reviews of deliverables will primarily be conducted via email, though in-person or virtual meetings may be scheduled as needed.*
- *At least one briefing will be provided to the Kitsap County Board of Commissioners upon request.*

Deliverables:

- **Meeting notes and outreach summary.**

- **Communication Plan.**
- **Community and Tribal engagement documents.**
- **Case study and Project Story Map.**
- **Final Report** (following the Standard Review Process).

The County intends to award this to a single firm to provide the services required. The work for this project generally consists of Tasks 1 through 6 as discussed above.

The County will furnish the selected Consultant with all reasonably available records and information, including reports, budgets, and other pertinent data.

Contract Term

Services are expected to begin by August 1, 2025, with project completion by December 1, 2026. Attached as Appendix E is Kitsap County's Professional Services Contract. Please review this document carefully as it is intended to be non-negotiable. However, reasonable requests for modification may be granted at the County's sole discretion. If an offeror takes exception to any provision in Appendix E, those exceptions must be noted on the Exceptions and Assumptions Form (Appendix C).

Proposal Requirements

Submitted proposal must include the following information:

- Submission Certification Form (Appendix B)
- Exceptions and Assumptions Form (Appendix C)
- Detailed description of the Offeror's general approach for conducting the project, including a tentative timeline for project completion.
- Detailed Statement of Qualifications showing the Offeror's experience providing similar services and highlighting the Offeror's approach to quality control for this project
- If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities
- References and contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County
- Copy of the Offeror's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix C, Draft Contract
- Any additional information the Offeror feels addresses the selection criteria

Selection Criteria

Selection shall be based on the following:

- | | |
|--|-----------|
| 1. Methodology and technical approach | 35 points |
| 2. Project consultant/staff experience | 20 points |
| 3. Similar Project Experience to the project | 20 points |
| 4. Project Schedule | 15 points |
| 5. References | 10 points |

EXHIBIT B
SUBMISSION CERTIFICATION FORM

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

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal</i> name)			
Bidder’s Trade Names			
Bidder’s Street Address:			
Bidder’s Website			
Bidder Organization Type: (Check applicable box)	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	

State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)	
Federal Tax ID No.		
Washington State UBI No.		
State Industrial Acct ID No.		
Name/Title of Bidder’s Representative:		
Representative’s Address:		
Representatives Phone Nos		
Representative’s Email Address:		
Identify all Addenda received by Bidder:	Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date	
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the individual/agency:		

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation and agrees to abide by the same. Bidder will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.
2. ACCURACY. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. LEGAL CONSIDERATION. Bidder understands and acknowledges that it is the Bidder’s responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.

4. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
5. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations for the purpose of presenting a bid.
6. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **one hundred and twenty (120)** days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
7. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
8. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
9. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. PUBLIC RECORDS. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure. If the County receives a request under the Act to inspect or copy the information that has been identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be released to the requestor unless the bidder obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that have been marked by the bidder as exempt.

11. INSURANCE. Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.

12. DEBARMENT. Bidder certifies as follows (must check one):

- ☐ *NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; OR
- ☐ *DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

13. CRIMINAL OFFENSE, CIVIL JUDGMENT. Bidder certifies as follows (must check one):

- ☐ *NO CRIMINAL OFFENSE, CIVIL JUDGMENT.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; OR
- ☐ *CRIMINAL OFFENSE, CIVIL JUDGMENT.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

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

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

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

- ☐ *BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above.
OR
- ☐ *BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid, OR
- ☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

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

- ☐ *NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation, OR
- ☐ *SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

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

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

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

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

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____

**EXHIBIT C
EXEMPTIONS AND ASSUMPTIONS FORM**

BIDDER'S NAME: _____

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

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

Identify All Exceptions and Deviations (<i>check one</i>)					
<input type="checkbox"/> No Exceptions Requested: Bidder is not requesting exceptions to the solicitation and associated documents.					
<input type="checkbox"/> Offeror requests the exceptions and/or assumptions identified below:					
No	Section, page, and reference	Language to which an Exception or Assumption taken	Provide basis for all Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					

3.					
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Signature of Bidder's Authorized Representative

Date

Name of Bidder's Authorized Representative (print)

Title

**EXHIBIT D
EXEMPTIONS AND ASSUMPTIONS FORM**

BIDDER'S NAME:

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

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

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

Agency Name:	Contract Period:
Contact Person (Name and Title):	

Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	Go Live Date:
Modules/Functionality Installed:	
Other Comments:	

Bidder's Signature (Authorized Representative): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____, 20_____

EXHIBIT E
SAMPLE CONTRACT