

	REQUEST FOR QUALIFICATIONS 2026-031	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	SOLICITATION FACE SHEET	

SOLICITATION TITLE

Consultant Services for the Selected Remedial Action at the closed Olalla Landfill

MATERIALS/SERVICES REQUESTED

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking submittals from qualified consultants for the ongoing implementation of selected remedial action at the closed Olalla Landfill, Kitsap County, Washington.

CALENDAR OF EVENTS

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

Event	Completion Date and Time
Issuance of Solicitation	Tuesday, September 8, 2026
Mandatory Site Visit	Wednesday, September 16, 2026, at 9:30 A.M.
Written Questions Due	Tuesday, September 22, 2026, at 12:00 P.M.
Submission Deadline	Tuesday, October 27, 2026, at 2:00 P.M.
Interviews (if necessary)	Tuesday, November 17, 2026
Contract Executed	January 2027
Estimated Start Date	February 2027

COMMUNICATION CONCERNING THIS SOLICITATION

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

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

OFFER SUBMISSION

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

Mailing Address for USPS delivery:

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

OR

Physical Address for courier or hand delivery:

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

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

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SECTION 1 GENERAL INFORMATION

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

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

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

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

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

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

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

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

SECTION 2 PREPARING AND SUBMITTING PROPOSALS

- 2.1 MANDATORY SITE VISIT. A mandatory site visit of the closed Olalla Landfill will be held on **Wednesday, September 16, 2026 at 9:30 A.M.** Olalla Landfill is adjacent to the Olalla Recycling and Garbage Facility, located at 2850 SE Burley Olalla Road, Olalla, Washington 98359, in South Kitsap County. Upon arrival at the Olalla Recycling and Garbage Facility, site visit attendees will be directed to the Landfill area. Location information and directions for Olalla Recycling and Garbage Facility are available on the Kitsap County website at: <https://www.kitsap.gov/pw/Pages/wastefacilities.aspx>.

Photographs are allowed during the site visit. The site visit will involve walking around the Landfill grounds and is expected to take approximately sixty (60) minutes. Personal protective equipment (PPE), including safety vests and closed-toe shoes, must be worn by all attendees. Those attending should provide their own PPE for the site visit.

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

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

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

- 2.2 SUBMISSION. Offerors must submit **one (1) electronic copy (flash/thumb drive)** and **two (2) paper copies** of their offer with their submittal. Offers must be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope/package provided by the offeror and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope/package.

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All offers must be received by the County at the specified location by the offer due date and time as listed on the solicitation face sheet. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the offer. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected. Postmarked, facsimile, or emailed offers will not be considered.

- 2.3 **CONTRACT TERMS.** Offerors will be required to sign the Contract attached to this solicitation unless objections to any of the Contract provisions are clearly and expressly set out in the Exceptions and Assumptions form (Appendix B) and the County, in its sole discretion, agrees to the proposed changes. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption form. No alterations of the Contract will be permitted without prior written approval of the County. If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. The absence of identified exceptions or assumptions on the Exceptions and Assumption form shall mean the offeror meets all solicitation requirements in every respect and will execute the contract as shown.
- 2.4 **PROHIBITION OF BIDDER TERMS AND CONDITIONS.** Other than the process identified in Section 2.3 above, an offeror may not submit its own contract terms and conditions in a response to this solicitation. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the submittal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 2.5 **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
- 2.6 **PREPARATION COSTS AND SAMPLES.** The County is not liable for any costs incurred by the offeror the process of responding to this solicitation, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits, or any other activities related to responding to this solicitation.
- 2.7 **PREPARATION OF OFFER, COSTS AND TAXES.** All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities.

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

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

SECTION 3 EVALUATION AND AWARD

- 3.1 **INTERVIEWS.** The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.

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

END OF INSTRUCTIONS TO OFFERORS

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	SCOPE OF WORK	

PROJECT DESCRIPTION

Kitsap County Public Works Solid Waste Division (the County) is issuing this Request for Qualifications (RFQ) for the ongoing implementation of the selected remedial action at the closed Olalla Landfill, Kitsap County, Washington.

The remedial action consists of Natural Attenuation of Groundwater with Monitoring and Institutional Controls as described in the Final Remedial Investigation/Feasibility Study (RI/FS) prepared by Parametrix, Inc. (May 2014). The requirements for implementation of the remedial action are described in the Olalla Landfill Cleanup Action Plan (CAP), prepared for the County (April 2015), and the current Olalla Landfill Solid Waste Handling Permit (SWHP), issued by the Kitsap Public Health District (KPHD), and included as Appendix C.

In addition to the CAP, all activities will be conducted in accordance with the existing Compliance Monitoring Plan (CMP), which includes the Sampling and Analysis Plan (SAP) and the Quality Assurance Plan (QAP), as well as a site-specific Health and Safety Plan (HASP).

Legal documents for Olalla Landfill, including the CAP, the RI/FS Report, and the CMP, are available on the State of Washington Department of Ecology's (Ecology) website at: <https://apps.ecology.wa.gov/cleanupsearch/site/2220#site-documents>.

This solicitation is for the groundwater monitoring, surface water monitoring, landfill gas system monitoring, the evaluation and reporting of monitoring data for the remedial action, and the 5-year review process.

BACKGROUND

Olalla Landfill (the Landfill) is located at the intersection of Bandix Road and Burley-Olalla Road, adjacent to the Olalla Recycling and Garbage Facility; approximately 0.75 miles from Highway 16 in southern Kitsap County (Appendix D, Figure 1). The Landfill consists of an approximate 45-acre parcel that contains an approximate 12-acre area with a 6.5-acre closed landfill. The 12-acre area is bounded by a dirt and gravel perimeter access road (Appendix D, Figure 2).

The Landfill operated from approximately the late 1950's to early 1960's through 1985. Waste disposed of at the Landfill consisted of municipal solid waste and demolition and construction debris. The Landfill was closed in 1988-1989 according to the Minimum Functional Standards (MFS) for Solid Waste Handling, Chapter 173-304 Washington Administrative Code (WAC).

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

- Vinyl chloride periodically in up to four (4) downgradient monitoring wells, at concentrations below Drinking Water Standards and above Groundwater Quality Standards
- Arsenic in all groundwater wells, including the upgradient well, at concentrations below Drinking Water Standards and above Groundwater Quality Standards
- Manganese and iron in up to four (4) downgradient wells, at concentrations above Secondary Drinking Water and Groundwater Standards

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Additional background information is provided in the RI/FS Report and CMP, which are located on [Ecology website](#). Additional information regarding detected constituents can also be found on the [Ecology website](#) in the Annual Reports as well as in the data files.

SCOPE OF WORK

This Scope of Work (SOW) includes tasks and activities the County has determined necessary to complete the implementation of the remedial action as specifically described in the Final CAP, and in accordance with the current SWHP (Appendix C), as well as supplemental tasks for ongoing support at the site. The selected offeror will be expected to have the expertise to observe the conditions of the landfill and make recommendations for the upkeep of the system. The County will review any recommendations and the effort required and approve supplemental tasks for ongoing support at the site, as needed.

The response to this solicitation should address all activities summarized in the SOW provided below and the CAP. Work activities to implement the remedial action, the CAP, and this SOW are not open for negotiation and will be implemented by the selected offeror as directed by the County. All activities must be conducted in accordance with all applicable laws and regulations. Applicable or Relevant and Appropriate Requirements (ARARs) are identified in the CAP.

Assumptions made to achieve the requirements of the SOW should be outlined in the response to this solicitation. If there are any changes to the Final CAP or future permits that affect this SOW, the awarded contract will be amended per agreement between the County and the selected offeror.

TASKS

Primary tasks for implementing the CAP include:

- Task 1 Assessment of Existing Closure and Remediation Systems
- Task 2 Review and Update Existing Compliance Monitoring Plan and Attachments (as needed)
- Task 3 Monitoring and Sampling in accordance with current Solid Waste Handling Permit
- Task 4 Evaluation of Monitoring Data
- Task 5 Reports
- Task 6 Ecology's Environmental Information System (EIM) Database
- Task 7 Records Retention
- Task 8 Project Management
- Task 9 5-Year Review Process

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

- Task 10 Technical Support

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Task 1. Assessment of Existing Closure and Remediation Systems

1.1 Initial Assessment

An initial assessment of the existing closure and remediation systems will be conducted to evaluate current conditions and identify necessary maintenance and/or repairs. The assessment will consist of the landfill cap, drainage ditches, groundwater monitoring wells, and landfill gas extraction system. The assessment will be conducted once prior to commencing activities for implementation of the CAP. This SOW does not include performing the items identified from the assessment unless requested by the County.

1.2 Report

The items identified from the assessment will be provided in a brief report that outlines the specific maintenance and repairs by system.

Task 2. Review and Update Existing Compliance Monitoring Plan and Attachments (as needed)

Within 30 days of contract execution, the selected offeror will update the existing CMP, including the SAP, QAP, HASP, and all tables and figures, as necessary, and will submit the update to the County's Contract Representative as an addendum to the CMP. Offeror team members must be familiar with and trained on the Site-Specific Project Plans prior to monitoring and sampling activities. The existing CMP contains all the requirements of the CAP, including the requirements of the Model Toxics Control Act (MTCA), Chapter 70A.305 Revised Code of Washington (RCW), and the MTCA Regulations, Chapter 173-340 WAC. The HASP will be updated as described below.

2.1 Preparation of a Site-Specific HASP

The offeror-specific HASP must include all activities related to implementation of the remedial action. The HASP must meet all applicable regulations including MTCA and the MTCA Regulations as cited above. A copy of the HASP must be located onsite at the Landfill during monitoring and sampling activities.

Task 3. Monitoring and Sampling in accordance with current Solid Waste Handling Permit

Groundwater, landfill gas, and surface water will be monitored in accordance with WAC 173-304-490, the CAP, the current SWHP, and all applicable local, state, and federal laws and regulations. Locations of the groundwater monitoring wells (MW), the landfill gas flares, and the surface water monitoring station are shown in Appendix D, Figure 3.

Monitoring and sampling activities should typically be conducted semi-annually in June and December. Semi-annually is defined as twice a year for the purposes of this SOW.

3.1 Solid Waste Handling Permit for the Olalla Landfill

The selected offeror will be responsible for reviewing and being familiar with all requirements of Section IV.D of the current SWHP issued by KPHD. If requirements in the SWHP change during the course of the contract, the SOW will be amended.

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The selected offeror will be responsible for preparing notification letters to the KPHD regarding regulatory standard exceedances. An electronic copy of the draft letter must be submitted to the County's Contract Representative for review; upon receipt of comments the selected offeror will prepare the final letter for submittal to KPHD. Exceedance notifications will be faxed, emailed, or mailed to KPHD and Ecology within 10 days of receipt of analytical data per condition noted in Section IV.E.2.B of the current SWHP.

The exceedances notification letters will include at a minimum the following elements:

- All instances of applicable primary regulatory standard exceedances from the monitoring results from the current sampling period.
- The regulatory standards for each applicable constituent that has been exceeded, for comparison purposes.

3.2 Groundwater Monitoring and Sampling

Semi-annual groundwater monitoring consists of the following elements:

- Measure the depth to the static water level at ten (10) groundwater monitoring wells.
- Purge the wells sufficiently to obtain a representative sample.
- Measure water quality parameters in the field during purging.
- After stabilization, collect groundwater samples for laboratory analysis.

Semi-annual groundwater monitoring wells monitored and sampled consist of one (1) upgradient well, MW-1, and four (4) downgradient wells, MW-3, MW-6, MW-8 and MW-10, for the full constituents list in Section IV.D of the current SWHP.

Two (2) cross-gradient wells, MW-5A and MW-7, are monitored and sampled once per year during the fourth quarter monitoring event for a reduced set of parameters as outlined in Section IV.D of the current SWHP. Depth-to-water levels are taken quarterly at these two wells.

Two (2) monitoring wells (MW-2 and MW-4) are not sampled because they are installed within the landfill. Depth-to-water is taken semi-annually at these two wells. One (1) well (MW-5) is not sampled because it is installed in a perched zone not associated with the uppermost aquifer. Although not required in the CAP and SWHP, the County has elected to collect depth-to-water levels semi-annually at MW-2, MW-4, MW-5, MW-5A, and MW-7.

All wells have been constructed in accordance with Chapter 173-160 WAC, Minimum Standards for Construction and Maintenance of Wells. Monitoring Well Construction Data is summarized in Table 1 below. Monitoring well logs will be provided to the selected offeror upon contract award.

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Table 1. Summary of Monitoring Well Construction Data

Well	Total Well Depth (ft bgs)	Measuring Point Elevation (ft NGVD)	Surface Elevation (ft NGVD)	Screened Interval (ft bgs)	Measuring Point
MW-1	87	343.79	342.53	82-87	Pump wellhead
MW-2	73	323.25	318.95	68-73	Top of PVC casing
MW-3	55.5	296.95	294.95	50.5-55.5	Pump wellhead
MW-4	68	320.93	317.35	63-68	Top of PVC casing
MW-5	35.5	334.17	332.78	25-35	Top of PVC casing
MW-5A	98	332.53	331.43	86-96	Pump wellhead
MW-6	35	271.17	269.14	28-33	Pump wellhead
MW-7	33	280.43	278.21	21-31	Pump wellhead
MW-8	38	272.85	270.73	25-35	Pump wellhead
MW-10	47	279.21	276.84	37-47	Pump wellhead

Notes: ft = feet; bgs = below ground surface; NGVD = National Geodetic Vertical Datum (1929)

All groundwater samples will be collected using existing, dedicated Grundfos™ Rediflow II submersible pumps used for both purging and sampling and which are currently installed in the wells. Wells will be purged using low-flow (minimal drawdown) purge procedures. Water level measurements will be performed using an electronic water level indicator and will be measured to a precision of 0.01 foot. Applicable monitoring and sampling equipment will be decontaminated using standard industry practices. One (1) duplicate sample will be collected at a selected downgradient well for each semi-annual sampling event.

Per County direction, purge water will be disposed of on the ground away from the monitoring well with no possible run-off to any surface water. This project does not address the onsite storage, management and offsite disposal of purge water. If, in the future, purge water should be required to be collected, stored, and disposed offsite, the awarded contract SOW will be amended.

The laboratory will provide the sample bottles with appropriate preservatives already added. The selected offeror will coordinate with the laboratory directly for obtaining the sample bottles. Groundwater samples collected for metal analyses will be field filtered with the filters provided by the selected offeror. All samples will be placed in a cooler with sufficient ice to maintain an internal temperature of 4°C or less after collection.

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

Background information regarding groundwater at the Landfill can be found in the Final RI/FS and the annual reports located on the [Ecology website](#).

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3.3 Surface Water Monitoring and Sampling

Surface water sampling location, SW-2, is shown on Appendix D, Figure 3. SW-2 consists of a culvert that discharges into a fenced stormwater detention pond. Per the CAP and SWHP, samples are required to be collected during the rainy season in November through December. If possible, surface water sampling should be conducted during this same timeframe. If adequate surface water runoff is not available at the time of the semi-annual monitoring event, samples will be collected when there is adequate precipitation resulting in sufficient runoff flow at the sampling station. The County will work with the selected offeror to identify when there is adequate flow for sampling if conducted outside of a regular monitoring event. Significant precipitation events are typically required for adequate flow to be present to collect a surface water sample.

Surface water monitoring will consist of measuring field parameters and collecting surface water samples for laboratory analysis in accordance with standard industry practices.

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

Background information regarding surface water at the Landfill can be found in the Final RI/FS and the annual reports located on the [Ecology website](#).

3.4 Landfill Gas Monitoring and Operation

A total of three (3) passive landfill gas flares are installed at the Landfill in separately fenced compounds (Appendix D, Figure 3). The flares do not sustain a flame. The flares will be field monitored for methane (% LEL and % volume), carbon dioxide (% volume), oxygen (% volume), and gas pressure per the requirements of the SWHP using an industry standard landfill gas monitoring device.

If requested, the selected offeror will allow the County, Ecology and/or Ecology's authorized representative to be present during monitoring activities.

Background information regarding the landfill gas system at the Landfill can be found in the Final RI/FS and the annual reports located on the [Ecology website](#).

3.5 Field Log Information

A dedicated field logbook and field log forms provided by the selected offeror will be used to document all related monitoring and sampling activities. The selected offeror will provide a copy of the applicable, completed field logbook and field log forms to the County's Contract Representative within five (5) days after the monitoring event.

3.6 Sampling Equipment

The water quality monitoring meter and landfill gas meter will be provided by the selected offeror. The water quality meter will be calibrated the day of the field activity. Water quality meter calibration results will be recorded in the field notes. The landfill gas meter must be calibrated prior to conducting the landfill gas monitoring activities. A Certificate of Calibration for the landfill gas meter is required by the regulatory agencies. A copy of the certificate should be supplied to the County with the copies of the field data notes and log forms.

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3.7 Sample Management

Sample management includes preparing and maintaining a chain-of-custody with all samples. Proper procedures for packaging and shipping samples must be implemented to assure sample quality and minimize breakage of samples during transport to the lab. Samples will be hand delivered or shipped via overnight courier to the contract laboratory for analysis. Shipping costs will be paid by the selected offeror and reimbursed through the awarded contract.

3.8 Laboratory Services

Laboratory analyses will be conducted for the specific parameters identified in the CAP, the SAP, and the current SWHP. All test methods must be sufficient to measure the analyte of interest at the lowest applicable regulatory concentration in the matrix of interest including the Site Cleanup Levels designated in the CAP. All laboratory analysis must be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted.

3.9 County Coordination

The selected offeror will be expected to coordinate activities closely with the County's Contract Representative for the Landfill. The County's Contract Representative is located at the Randy W. Casteel Public Works Annex Building, 8600 SW Imperial Way in Bremerton, Washington.

Monitoring events should be scheduled well in advance and the County's Contract Representative should be notified at least two (2) weeks before each monitoring event.

If any issues arise before or during the event, the County's Contract Representative should be notified immediately. Field data and logs should be provided within five (5) days of the monitoring event. The County's Contract Representative should be provided with all project and contract information in a timely manner including regular monthly invoices.

Task 4. Evaluation of Monitoring Data

The approach to evaluation of the monitoring data uses several statistical methods to evaluate the effectiveness of natural attenuation as a remedial action. These methods are identified in the CAP and the current SWHP, as well as the CMP.

Task 5. Reports

Draft semi-annual and annual landfill monitoring reports will be prepared for County review. Electronic copies of each draft report will be prepared no later than two (2) weeks prior to the date the report is due to KPHD and Ecology. Upon receipt of comments from the County, the final version of the reports will be prepared for submittal to the County with two (2) paper copies and one (1) CD of each final semi-annual and annual monitoring report.

5.1 Semi-Annual Reports

A semi-annual report will be prepared for the Compliance Monitoring Plan for the second quarter of each calendar year. Semi-annual reports must be prepared and submitted to the County for review no later than 45 days after the completion of sampling for the second quarter. After review and approval by the County, the selected offeror will finalize the report and provide the County with a written and electronic copy. Semi-annual reports will be submitted by the selected offeror to KPHD and Ecology within 60 days of the date of sample collection.

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The semi-annual report must contain at a minimum the following information:

- A list of on-site activities that have taken place since the previous sampling event.
- Presentation of the field notes from the semi-annual sampling and monitoring event.
- A detailed description of and explanation for any deviations from required tasks not otherwise documented in project plans.
- Descriptions of all deviations from the CAP and CMP during the previous two quarters and any planned deviations for the upcoming 6-month period.
- A plan for recovering lost time and maintaining compliance with the project schedule contained in the CAP and CMP.
- A list of deliverables for the upcoming 6-month period if different from the schedule contained in the CAP and CMP
- The results of all sampling, laboratory reports, and/or test results generated during the previous period.
- All raw data, including laboratory analyses, received during the past 6-month period and an identification of the source of the sample. Data must be submitted in their native format as provided by the analytical laboratory. Quality control samples must also be included.
- All sampling data must be submitted in printed and electronic format.
- Summary tables of all monitoring data and results highlighting any exceedances of primary and secondary regulatory standards as well as Site Cleanup Levels established in the CAP.
- Results of all statistical analysis conducted as described in Task 4 above.
- A summary of statistical analysis procedures.
- Conclusions from data and statistical analyses.
- Preparation of 6-month groundwater elevation contour maps with flow direction arrows and identification of the flow direction.

5.2 Annual Reports

An annual report will be prepared for the fourth quarter of each calendar year. Annual reports must be prepared and submitted to the County 60 days after the end of the calendar year. After review and approval by the County, the selected offeror will finalize the report and provide the County with a written and electronic copy. The annual report will be submitted by the selected offeror to KPHD and Ecology by date defined in the current SWHP.

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Annual reports must contain at a minimum the following data and information:

- All information required in the semi-annual report in Task 5.1 for the previous 6-month period.
- A summary of groundwater elevation gradients and calculated flow velocities for each 6-month period.
- A summary of findings in the previous semi-annual report.

Task 6. Ecology's Environmental Information Management (EIM) database

All raw environmental data must be submitted to Ecology's EIM database. Submittals to EIM must be conducted on a semi-annual basis and be conducted in accordance with WAC 173-340-840 and Ecology's Toxics Cleanup Program Policy 840 Data Submittal Requirements.

Task 7. Records Retention

The selected offeror must preserve all records, reports, documents, and underlying data for a minimum of ten (10) years from the end of the contract period. The records retention requirement includes all records, reports, documents, and underlying data that are provided to the selected offeror from subcontractors and vendors. Upon request, these records will be made available to the County at no cost to the County; the County will provide advance notice prior to the records review.

The selected offeror will maintain a database of the monitoring data in a format acceptable to the County and the offeror. An update to the database should be provided to the County with the semi-annual and annual monitoring report.

Task 8. Project Management

This task includes all aspects related to management and oversight of the completion of the tasks outlined in this SOW. This task should include monthly invoices and status reports briefly summarizing activities conducted in the previous month.

Task 9. 5-Year Review Process

The 5-year review process will include an evaluation of human exposure to impacted drinking water similar to the evaluation conducted during the RI. The selected offeror will sample all six off-site water supply wells sampled during the RI and any additional wells identified during Task 9.1 below or requested by Ecology and KPHD and agreed upon by the County. The off-site wells will be sampled concurrently with the final semi-annual monitoring at the end of the 5-year period. The next 5 year sampling is anticipated in June 2030.

9.1 Ecology Well Database Review

Prior to off-site well sampling, the selected offeror will review the Ecology Well Log database to evaluate if new water supply wells have been installed that could be potentially impacted by the Landfill. If the County and the Contractor determine that new wells exist that could be potentially impacted, the wells will be sampled along with the other six (6) water supply wells. If new wells are identified, they will be added to the SOW described in Task 9.2 below.

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9.2 Off-Site Well and Seep Sampling and Analysis

The selected offeror will coordinate permission to schedule and sample residential off-site wells and seeps with the County and KPHD and will be accompanied by staff from those entities during the sampling event.

All water supply well samples will be analyzed for vinyl chloride, total arsenic, iron, and manganese. Seep samples will be analyzed for vinyl chloride, dissolved arsenic, iron, and manganese. Sampling of the water supply wells and seeps will be conducted by the County in partnership with KPHD under an inter-agency agreement.

9.3 Off-Site Well Data Reporting

Off-site well groundwater data will be reported in the 5-Year Review and Data Evaluation Report described in Task 9.5 below.

9.4 Additional Technical Support

Task 9.4 is to support the County with technical communications, requested deliverables, and additional sampling as needed following the meetings with the regulatory agencies during the 5-Year review process. The selected offeror will be expected to provide technical expertise regarding landfill gas, hydrogeology of the landfill, and potential migration of contaminants through groundwater and surface water. This task is designed to provide the County with flexibility to respond to a variety of regulatory interactions during the 5-Year review process. Offerors are not expected to submit hours for this task in their submittal documents.

9.5 Preparation and Submittal of Remedial Action Status Report

The 5-Year Review process includes preparation and submittal of a stand-alone Remedial Action Status Report documenting the results of the off-site well sampling and an evaluation of the effectiveness of the remedial alternative that was selected and implemented at the Olalla Landfill. Electronic copies of each draft report will be prepared no later than two (2) weeks prior to the date the report is due to KPHD and Ecology. Following receipt of comments from the County, KPHD and Ecology, the final version of the reports will be prepared for submittal to the County with two (2) paper copies and one (1) CD.

9.6 Meetings with Regulatory Agencies

The 5-Year Review process includes the preparation and performance of up to two (2) meetings with KPHD and Ecology to discuss additional edits and revisions to the 5-Year Review and Effectiveness Evaluation of the Remedial Action Status Report. Following the meeting(s) with KPHD and Ecology, the selected offeror will incorporate the agreed-upon edits and revisions and resubmit a final version of the report to the County, KPHD, and Ecology.

Task 10 Technical Support

Task 10 is to support the County with technical assistance, sampling, and communications, requested deliverables, or further meetings with regulatory agencies as they may arise during the next contracting cycle. Potential issues that may need to be addressed include significant comments to the annual report, revisions to data submittal formats, regulatory requests to accelerate the pace of the site remedy and options for remedy optimization. This task is intended to provide the County with flexibility to respond to these types of regulatory interactions.

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The selected offeror will be expected to provide expertise in statistical methods used for groundwater and surface water analysis. In addition, the selected offeror will provide recommendations for potential additional analysis to be completed in addition to those provided for in the CAP. The selected offeror will be expected to have the expertise to observe the conditions of the landfill and make recommendations for the upkeep of the system. The County will review any recommendations and the effort required and approve supplemental tasks for ongoing support at the site, as needed. Offerors are not expected to submit hours for this task in their submittal documents.

TECHNICAL REQUIREMENTS

All geologic and hydrogeologic work performed must be under the supervision and direction of a geologist licensed in the State of Washington or under the direct supervision of an engineer registered in the State of Washington, except as otherwise provided for by Chapters 18.220 and 18.43 RCW.

All engineering work performed must be under the direct supervision of a professional engineer registered in the State of Washington except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic or engineering work must be under the seal of an appropriately licensed professional as required by Chapter 18.220 RCW or RCW 18.43.130.

Prior to their involvement, the selected offeror must notify the County in writing of the identity of any engineer(s), geologist(s), contractor(s) and subcontractor(s), and others to be used on this contract.

CONTRACT TERM AND PRICING

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

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

END OF SCOPE OF WORK

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	SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA	

SUBMITTAL REQUIREMENTS

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

- Acknowledgment Form (Appendix A).
- Exceptions and Assumptions Form (Appendix B).
- Letter of Interest that contains the offeror's pertinent contact information, and any additional data or recommendation, if desired.
- Technical Proposal detailing:
 - The offeror's understanding of the project, including the tasks to be performed and the issues and needs to be addressed.
 - The offeror's qualifications and relevant experience conducting each component of the scope of work.
 - How the offeror proposes to meet the required deliverables to complete the project requirements.
- Detailed Statement of Qualifications showing the offeror's experience providing similar services and highlighting the offeror's approach to quality control for this project.
- Identification of all key project personnel including each staff member's qualifications and proposed role. Project personnel must include a licensed geologist, licensed hydrogeologist, and/or professional engineer to perform all sampling activities.
- An Example Report, prepared by relevant Key Personnel, similar in style to the SOW requirements.
- If sub-consultants will be used, identification of the proposed firm(s) and information on their experience, qualification, responsible personnel, and anticipated responsibilities.
- Estimated number of hours per task for the first year for Tasks 1-9 as described in the SOW.
- References and contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County, including identification of the specific project and the project location.
- Copy of the offeror's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix E, Draft Contract.
- Any additional information the offeror feels addresses the selection criteria.

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	SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA	

SELECTION CRITERIA

Selection shall be based on the following:

- | | |
|---|-----------|
| 1. Experience conducting groundwater monitoring and sampling, surface water monitoring and sampling, and monitoring and evaluating data from landfill gas systems at a small, closed landfill similar to Olalla Landfill. | 30 points |
| 2. Experience and qualifications of the identified staff to conduct the activities per the scope of work, including sampling activities conducted by or under the supervision of a licensed geologist, licensed hydrogeologist, and/or professional engineer. | 20 points |
| 3. Experience conducting data evaluation and statistical analysis of environmental data. | 20 points |
| 4. Estimated hours to conduct the tasks provided in the Scope of Work. | 10 points |
| 5. Demonstrated ability to control or reduce Operation & Maintenance costs at similar landfills. | 10 points |
| 6. Past performance/references. | 5 points |
| 7. Quality and completeness of the overall proposal. | 5 points |
| 8. Having applicable Washington State license(s) in good standing. | Pass/Fail |

END OF SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

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	APPENDIX A ACKNOWLEDGMENT FORM	

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

1. Primary Contact Person for Offeror:

Name: _____ Title: _____

Legal Name of Offeror: _____

Telephone No.: _____ Alternate No.: _____

Email Address: _____

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

Name of President / CEO: _____

Legal Name of Company: _____

Trade Name of Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Website: _____

Type of Entity / Organizational Structure (check one):

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

State of Incorporation: _____

Date of Incorporation: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____

State Industrial Account Identification Number: _____

Name and Address of Resident Agent: _____

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

☐ Yes ☐ No If yes, please describe: _____

4. Identify your primary business: _____

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

Acknowledged and Agreed:

Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF ACKNOWLEDGMENT FORM

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	APPENDIX B EXCEPTIONS AND ASSUMPTIONS FORM	

OFFEROR'S BUSINESS NAME

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

OFFEROR EXCEPTIONS AND ASSUMPTIONS (please check one)

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

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS

(attach additional pages if needed)

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

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	APPENDIX B EXCEPTIONS AND ASSUMPTIONS FORM	

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS

(attach additional pages if needed)

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

5. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

6. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

7. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF EXCEPTIONS AND ASSUMPTIONS FORM

	REQUEST FOR QUALIFICATIONS 2026-031	KITSAP COUNTY PURCHASING OFFICE 614 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4789 Email: purchasing@kitsap.gov
	APPENDIX C OLALLA LANDFILL SOLID WASTE HANDLING PERMIT	



SOLID WASTE LANDFILL POST-CLOSURE PERMIT 2026

Olalla Landfill

Issued in accordance with the provisions of Chapter 173-304 of the Washington Administrative Code (WAC) and Kitsap County Board of Health Ordinance 2010-1 "Solid Waste Regulations."

PERMIT PERIOD: JUNE 30, 2026 TO DECEMBER 31, 2026

SECTION I. PERMITTEE AND ADMINISTRATIVE INFORMATION

PERMIT TYPE:	Closed Mixed Municipal Solid Waste Landfill
ANNUAL FEE:	\$145.00/Hour
FACILITY OWNER:	Kitsap County Department of Public Works
FACILITY ADDRESS:	Approximately 3/4 mile east of Hwy. 16 on Burley-Olalla Rd.
OWNER ADDRESS:	614 Division Street, MS-27, Port Orchard, WA 98366
FACILITY OPERATOR:	Kitsap County Department of Public Works
CONTACT PERSON:	Rick Gilbert
TITLE:	Program Analyst
PHONE:	(360) 337-5692
EMAIL:	RGilbert@kitsap.gov

This permit is the property of Kitsap Public Health District and may be suspended or revoked, after opportunity for hearing, upon violation of any rules and regulations applicable hereto.

Steve Brown

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

8/5/2026

Date

KitsapPublicHealth.org



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SECTION II. STANDARD PERMIT CONDITIONS

- A. Terms pertaining to solid waste used in this permit shall be defined per Kitsap County Board of Health (KCBH) Ordinance 2010-1, Section 100 and WAC 173-304, as amended.
- B. All conditions of this permit shall be binding upon, and the permittee shall be responsible for, all acts and omissions of all contractors and agents of the permittee for the term of this permit and post-closure period.
- C. The Permittee shall notify KPHD in writing before making any alteration or addition to the approved post-closure, sampling and analysis, compliance-monitoring, landfill-gas, maintenance, or corrective-action plans when the change is different from or not addressed by this permit. No such change may be implemented until it is incorporated into a written plan approved by KPHD. A proposed change affecting a requirement subject to Ecology consultation, approval, or written concurrence shall not be implemented until that state process is complete.
- D. Facility maintenance and post-closure activities shall comply with KCBH Ordinance 2010-1, chapter 173-304 WAC, and chapter 173-340-515 as adopted by reference, the approved Compliance Monitoring Plan, and this permit, except to the extent a requirement is expressly modified by the variance approved in Section IV.D. The variance modifies only the requirements expressly identified in Section IV.D. Apparent conflicts shall be referred to KPHD for written resolution, with Ecology consultation, approval, or concurrence when required.
- E. The Health Officer or a duly authorized representative of KPHD or Ecology may enter and inspect the facility at any reasonable time as authorized by applicable law. Advance notice may be provided when practicable but is not a condition of entry. Entry shall not be unreasonably denied by the permittee, or his/her agent, but may be conditioned on the permittee or an agent of the permittee escorting the inspector, with said escort to be provided immediately upon request.
- F. Except for monitoring notifications governed by Section IV.E.3, the Permittee shall report each instance of noncompliance to KPHD in writing within seven calendar days after discovery. Noncompliance that may create an immediate or material risk to public health or the environment shall be reported to KPHD by telephone or email immediately after

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discovery, followed by written notice within seven calendar days. The written notice shall identify the condition, the date and manner of discovery, immediate response actions, planned corrective actions, and the anticipated completion date.

- G. This permit or copy thereof shall be located where it can be readily referred to by oversight personnel.
- H. This permit may be amended by KPHD. A permit amendment becomes effective on the date stated in the amendment and is thereafter a condition of this permit. Except when immediate action is necessary to address an imminent threat to human health or the environment, KPHD will provide the Permittee with 15 calendar days to review and comment on a proposed amendment. KPHD will consider timely comments before issuing the final amendment. KPHD may shorten or waive the comment period when immediate action is necessary and shall document the basis in the administrative record.
- I. Whenever the Health Officer determines that a violation of these regulations has occurred or is occurring, he/she may issue a written notice and order to correct violation to the property owner or to any person causing, allowing, or participating in the violation.
- J. If, after any order is duly issued by the Health Officer, the person to whom such order is directed fails, neglects, or refuses to obey such order, the Health Officer may:
 - 1. Utilize any remedy or penalty under Section 950(7) or (8) of KCBH Ordinance 2010-1 including suspension of permit, issuing citations, non-compliance fees and/or a Stop-Work Order;
 - 2. Abate the health violation using the procedures of these regulations; and/or
 - 3. Pursue any other appropriate remedy at law or equity.
- K. Nothing in this permit shall be construed as excusing the permittee from compliance with any other applicable federal, state, or local statute, ordinance or law.
- L. The permittee requesting to modify this permit must submit the proposed modification to the Health District, in writing, at least sixty (60) days before the intended modification.
- M. This permit is the property of KPHD. The permit is subject to suspension under RCW 70A.205.140 and Section 710(6) of Kitsap County Board of Health Ordinance 2010-1 if KPHD

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or Ecology determines that the site or facility is operated or maintained in violation of chapter 70A.205 RCW, applicable state rules, local laws or regulations, or this permit. If KPHD denies or suspends the permit, KPHD shall provide any timely requested hearing and notice required by RCW 70A.205.155 and Section 710(6) of the local ordinance. An aggrieved party may pursue the appeal authorized by RCW 70A.205.155. Other KPHD inspection or enforcement actions are subject to the local appeal provisions in Section 950(9), as applicable.

- N. This permit is transferable only upon the prior written approval of the Health District. The prospective transferee must demonstrate their ability to comply with applicable laws, regulations, and permit conditions.
- O. This permit expires on the date stated in Section I unless KPHD renews it in writing. The Permittee shall apply for permit renewal annually. The Annual Report required by Section IV.E.1 will serve as part of the renewal application only if KPHD accepts it for that purpose; the Permittee shall also submit any application form, certification, fee, or supplemental information required by KPHD.

SECTION III. FEES

- A. The Permittee shall pay permit fees as a condition of permit issuance and continued administration. KPHD will assess fees based on actual staff time at the rate established by the current KPHD fee schedule. Routine billable work may include:
 - Reviewing and commenting on Environmental Monitoring Reports;
 - Reviewing monitoring results and whether the conditions supporting the approved monitoring variance remain satisfied;
 - Meeting with the Permittee to discuss facility status, upcoming work, and anticipated fees;
 - Preparing, issuing, or renewing the permit;
 - Reviewing plans, designs, and requested permit modifications;
 - Conducting up to four site inspections and preparing associated records; and
 - Routine communications, supervisory review, records administration, and billing.
- B. Pursuant to the current fee schedule, an additional fee will be assessed to the permittee for the actions listed below. This fee will be based on the time expended by the Health

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District billed at the approved billing rate in the current fee schedule as provided for in Kitsap Public Health Board Resolution 2025-06, as amended.

- Health District oversight and review required as a result of the Health District's determination that the operation is in non-compliance with this permit and/or applicable regulations;
- Amendments to the existing permit; or
- Other permit-related work beyond those items listed in Section III.A. above.

C. Whenever a fee is assessed a Health District billing invoice will be sent to the permittee at the address provided by the permittee. Payment of the invoiced fee shall be remitted to the Health District within thirty (30) days of receipt of the invoice.

SECTION IV. SPECIFIC PERMIT CONDITIONS

A. Plan of Maintenance and Post-Closure

1. The permittee shall provide post-closure activities to allow for continued facility maintenance and monitoring of air emissions, and ground and surface waters, as long as necessary for the facility to stabilize, to protect human health and the environment as determined by the Health District. These activities shall comply with chapter 173-304 WAC, KCBH Ordinance 2010-1, and this permit, except as expressly modified by the approved variance in Section IV.D.
2. Post-closure activities include, but are not limited to, groundwater monitoring, surface-water monitoring, landfill-gas monitoring, occasional off-site domestic well sampling, and operation and maintenance of the facility, facility structures, and monitoring systems for their intended uses until the site becomes stable (i.e., little or no settlement, gas production, or leachate generation) and KPHD determines that groundwater, surface-water, and gas monitoring can be safely discontinued. Functional-stability evaluation criteria are provided in Ecology Publication No. 11-07-006 and its 2013 addendum.
3. The Permittee shall maintain the landfill in accordance with Section II.D of this permit and the KPHD-approved Olalla Landfill Final Closure Plan (June 1988), as amended, including the activities identified in Section IV.A.2.
4. When the Health District determines that a facility post-closure plan amendment is required, the Health District shall, after consultation with the permittee, designate a compliance schedule for submittal of the amendment and its review and approval.

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5. When post-closure activities are complete, the permittee shall certify to the Health District that the facility is stabilized and state why post-closure activities are no longer necessary. The certification shall be signed by the permittee and a professional engineer registered in the state of Washington.
6. The Olalla Landfill is also subject to the Olalla Landfill Remedial Investigation/Feasibility Study, Olalla Landfill Cleanup Action Plan, and Compliance Monitoring Plan, as amended. The cleanup is being conducted as an independent remedial action and is not an Ecology-conducted or Ecology-supervised cleanup. Ecology's written concurrence with the monitoring variance and approval of the revised Compliance Monitoring Plan are limited to the roles expressly stated in this permit and do not convert the cleanup into an Ecology-supervised remedial action.
7. The Permittee shall evaluate the performance of Cleanup Alternative 1 at five-year intervals as required by Section 7 of the Olalla Landfill Cleanup Action Plan and Section 5.0 of the Compliance Monitoring Plan and shall submit the evaluation to KPHD. The evaluation must address the protectiveness and performance of monitored natural attenuation and land-use controls, the geochemical indicators required by the cleanup plan, potential human exposure and off-site wells as available, and whether viable alternatives should be reconsidered.
8. The Permittee may request an Ecology written opinion on the evaluation under WAC 173-340-515(5). An opinion request and an Ecology periodic review are not conditions of this permit unless required by separate binding authority. Nothing in this section changes any report independently required by WAC 173-340-515(4).
9. For post-closure monitoring, this permit and Ecology's written concurrence establish the approved variance schedule and conditions. Upon approval, the revised Compliance Monitoring Plan, including its Sampling and Analysis Plan and Quality Assurance Plan, shall implement those requirements and supersede monitoring procedures in the current plans.
10. The Olalla Landfill Cleanup Action Plan remains the cleanup plan for the independent MTCA action. The revised Compliance Monitoring Plan does not independently amend the selected cleanup action. A material change to the cleanup action must be documented in accordance with applicable MTCA requirements. Ecology's August 3, 2026, written concurrence and its approval of the revised Compliance Monitoring Plan are conditions of the monitoring variance.

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- B. Minimum Functional Standards for Maintenance. The permittee shall provide all activities necessary to allow for continued facility maintenance. These activities include, but are not limited to:
1. Stormwater quantity and quality control;
 2. Slope stability, erosion and dust control;
 3. Maintenance of access roads and ditches;
 4. Maintenance of facility structures and systems (i.e., stormwater, landfill cover, gas control, surface and ground water monitoring, etc.);
 5. Control and minimization, or elimination, of threats to human health and environment;
 - and
 6. Unauthorized entry at the facility shall be controlled, at minimum, by means of a lockable gate, barrier, fence, etc., at the property boundary.
- C. Minimum Standards for Performance. The permittee shall provide all activities necessary to allow for the continued monitoring of air, and water as long as is necessary for the facility to stabilize and to protect human health and environment.
1. Groundwater. The facility shall not contaminate groundwater beyond the applicable point of compliance as provided in WAC 173-304-460(2)(a). Compliance shall be evaluated using the groundwater performance standards applicable under chapter 173-304 WAC and the site-specific cleanup levels established in the Olalla Landfill Cleanup Action Plan. Supplemental comparison values identified in the revised Compliance Monitoring Plan are evaluation benchmarks and do not amend or replace the cleanup levels established in the Cleanup Action Plan.
 2. Air Quality
 - a. The facility shall not allow explosive gases to exceed:
 - i. Twenty-five percent of the lower explosive limit for the gases in facility structures (excluding gas control or recovery system components).
 - b. The facility shall not cause a violation of any ambient air quality standard at the property boundary or emission standard from any emission of landfill gases, combustion, or any other emission associated with a landfill.
 - c. The permittee shall not allow non-burning flares to vent openly to the atmosphere unless it can be shown that little or no landfill gases will be produced or that landfill gases will not support combustion. In such cases

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installation of vents shall be required as stipulated in Chapter 173-304-460(3)(f)(ii).

3. Surface Water. The facility shall not cause exceedances of standards contained in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) or violate Chapter 90.48 RCW through the discharges of surface runoff, leachate, or any other liquid associated with a landfill.

D. Approved Monitoring Variance and Minimum Environmental Monitoring Requirements.

1. Approval, term, and implementing plans.
 - a. Consistent with Ecology's recommendation and written concurrence dated August 3, 2026, KPHD grants a variance from the quarterly groundwater-monitoring frequency in WAC 173-304-490(2)(g).
 - b. The revised Compliance Monitoring Plan shall conform to Ecology's written concurrence dated August 3, 2026, and shall identify the applicable cleanup levels, include the additional exposure-risk comparisons specified in that concurrence, and summarize the historical monitoring data supporting the approved analyte reductions. The plan shall distinguish cleanup levels established in the Olalla Landfill Cleanup Action Plan from supplemental comparison values. These requirements do not add an analyte, monitoring location, or sampling event. Groundwater sample results need not be compared with groundwater-quality criteria in chapter 173-200 WAC.
 - c. Any material change affecting implementation of the Olalla Landfill Cleanup Action Plan shall be identified in the revised Compliance Monitoring Plan. Until the revised Compliance Monitoring Plan is approved by KPHD and Ecology, this permit governs the solid-waste monitoring schedule, and procedures in the existing plans that are not inconsistent with this permit remain in effect. Laboratory-specific calibration, matrix-spike, reporting-limit, and quality-control instructions shall be included in the revised Compliance Monitoring Plan rather than this permit.
2. Ground Water Monitoring.
 - a. Groundwater monitoring shall be conducted in accordance with this permit and the Compliance Monitoring Plan, as amended. Groundwater analyses shall be performed by a laboratory accredited by the Washington State Department of Ecology. Analytical methods shall comply with WAC 173-304-

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490(2)(d)(iii), except where a different method is expressly authorized by an applicable variance or other lawful approval. Reporting limits shall be sufficiently low to evaluate applicable MTCA cleanup levels and permit criteria.

- b. Sampling Locations and Frequency.
 - i. The Permittee shall collect groundwater samples from monitoring wells MW-1, MW-3, MW-6, MW-8, and MW-10 during one sampling event in June and one sampling event in December of each calendar year.
 - ii. The permittee shall collect groundwater samples from monitoring wells MW-5A and MW-7 during the December sampling event of each calendar year.
 - iii. During each June and December sampling event, the Permittee shall measure the groundwater-surface elevation in each monitoring well, including MW-1, MW-2, MW-3, MW-4, MW-5, MW-5A, MW-6, MW-7, MW-8, and MW-10. The Permittee shall calculate and report the groundwater-flow rate and direction in the uppermost aquifer at least annually.
 - iv. Sample off-site water supply wells OW-2, OW-9, OW-10 & the G.A. Pierson well at a frequency delineated in the revised Sampling & Analysis Plan (contingent upon approved well access). Also sample other off site water wells if requested by the owners.
- c. Field Measurements. At each well sampled for groundwater quality, the Permittee shall measure and record temperature, pH, specific conductance, dissolved oxygen, oxidation-reduction potential, and turbidity.
- d. Laboratory Analyses.
 - i. Groundwater samples collected from MW-1, MW-3, MW-6, MW-8, MW-10, and MW-7 shall be analyzed for:
 - 1. Alkalinity;
 - 2. Nitrite as nitrogen, nitrate as nitrogen, and ammonia as nitrogen;
 - 3. Chloride and sulfate;
 - 4. Total organic carbon and chemical oxygen demand;
 - 5. Dissolved potassium, calcium, sodium, and magnesium;
 - 6. Dissolved iron, zinc, and manganese;
 - 7. Total iron and manganese; and
 - 8. Total coliform.
 - ii. The annual groundwater sample collected from MW-5A shall be analyzed for dissolved iron, zinc, and manganese and total iron and manganese.
- e. Approved Analyte Reductions.

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- i. Consistent with Ecology’s written concurrence dated August 3, 2026, and Table 2 of the June 29, 2026, Variance Request Technical Memorandum, routine groundwater analysis for arsenic, barium, and volatile organic compounds, including vinyl chloride, is not required while the approved reduced monitoring program remains in effect.
 - ii. The Health District may require renewed analysis for a discontinued constituent if monitoring results, changing site conditions, laboratory data, or other credible information indicate a potential release, increasing concentration, or increased risk to human health or the environment.
- 3. Surface Water Monitoring
 - a. The Permittee shall sample station SW-2 once each calendar year during the December monitoring event if sufficient water is present. The sample shall be analyzed for temperature, specific conductance, pH, nitrate as nitrogen, and fecal coliform.
 - b. If SW-2 is dry or lacks sufficient water in December, the Permittee shall document the condition with dated field notes.
- 4. Landfill Gas Monitoring.
 - a. The Permittee shall monitor landfill-gas locations GF-1, GF-2, and GF-3 during the June and December monitoring events. At each accessible location, the Permittee shall measure methane as percent by volume and percent of the lower explosive limit, oxygen as percent by volume, carbon dioxide as percent by volume, gas pressure, and ambient and probe temperature.
- 5. Monitoring Conditions.
 - a. This variance and the reduced monitoring schedule do not expire. They remain in effect until KPHD changes, suspends, or ends them in writing, a later requirement replaces them, or a new Compliance Monitoring Plan is approved . Renewing the solid-waste permit does not end the variance or require a new variance application.
 - b. KPHD may require quarterly or other increased monitoring if results or site conditions show that reduced monitoring may no longer protect people or the

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environment. Reasons may include a significant increase, a newly confirmed exceedance, a harmful trend, major site changes, increased landfill-gas risk, missed monitoring, or other reliable information. KPHD will consult with Ecology before deciding what additional monitoring is needed and for how long. The reduced schedule may resume only after KPHD approves it in writing and Ecology concurs when required by law. The notice, resampling, and corrective-action requirements in WAC 173-304-490(2)(i) and (j) still apply.

- c. Except for a dry SW-2 under Section IV.D.3(ii), the Permittee shall promptly notify KPHD if a required monitoring location is dry, damaged, unsafe, or cannot be reached. The Permittee shall restore access, repair or replace the location, or complete the missed monitoring within 30 calendar days unless KPHD approves another schedule in writing.

E. Reporting Requirements. The Permittee shall send all reports electronically to the KPHD permit contact and Ecology's Northwest Region Solid Waste Management Program. If a paper copy is requested, mail it to P.O. Box 330316, Shoreline, WA 98133-9716, or another address provided by Ecology. No CD is required.

1. Annual Report.

- a. Annual report due April 1, following each calendar year.
- b. The permittee shall prepare and submit one copy of the annual report to the Health District, and one copy to Ecology. The annual report will serve as the permit application for the next year's permit. The annual report shall cover facility activities during the previous calendar year and must include, at a minimum, the following information:
 - i. Name and address of the facility.
 - ii. Calendar year covered by the report.
 - iii. A summary of all groundwater, surface-water, and landfill-gas monitoring using the statistical procedure approved in the revised Compliance Monitoring Plan. The summary shall include monitoring results, required statistical analyses, increasing or decreasing trends, confidence intervals, any excluded data and why it was excluded, and time-series graphs for each well and parameter that has exceeded an applicable standard or cleanup level since the well was installed. The report shall explain significant trends, exceedances, and any verification, resampling, or corrective action. If results show no improvement, a

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harmful increasing trend, or an exceedance at or beyond the point of compliance, the report shall include a proposed response and schedule. The summary shall also describe groundwater-flow rate and direction in the uppermost aquifer and explain any changes to the monitoring locations.

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

2. Semiannual Environmental Monitoring Report.

- a. The Permittee shall submit a Semiannual Environmental Monitoring Report within 60 calendar days after completion of the June monitoring event. The report shall include all June groundwater and landfill-gas results, quality-assurance review, groundwater elevations, evaluation against applicable standards and cleanup levels, relevant trend discussion, monitoring exceptions, and the status of required corrective or follow-up actions.
- b. If the report cannot be submitted within 60 calendar days, the Permittee shall notify KPHD before the deadline, explain the reason and status, and state the proposed submittal date. The report shall not be submitted more than 90 calendar days after sample collection unless KPHD approves a later date in writing. December results shall be included in the Annual Report due April 1.

3. Prompt Exceedance Notices

- a. Within seven calendar days after receiving results that show a statistically significant increase above background, the Permittee shall notify KPHD in writing. The effected well(s) shall be immediately resampled. Within 14 calendar days after receiving the new results, the Permittee shall send KPHD the results and proposed response in writing.

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- b. Unless subsection (i) requires a faster or broader response, the Permittee shall notify KPHD in writing within 10 calendar days after finding an exceedance of a regulatory standard or site-specific cleanup level. Any condition that may immediately threaten public health, safety, or the environment shall be reported at once by telephone or email, followed by written notice.
- c. Each notice shall include the sampling location, constituent, result, applicable standard or cleanup level, date the result was received or discovered, quality-control status, actions already taken, proposed follow-up or corrective action, and expected schedule.

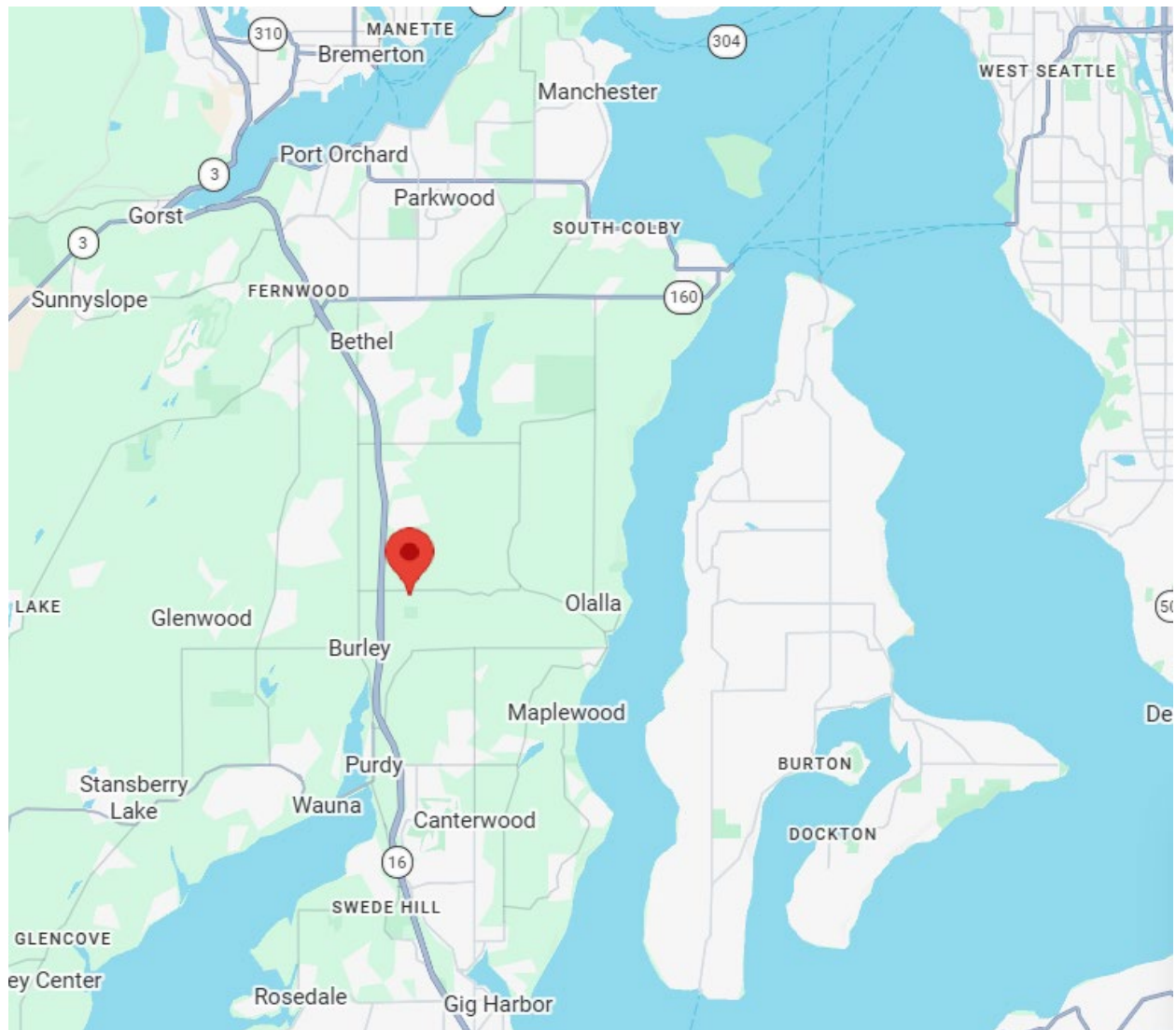
SECTION V. COMPLIANCE SCHEDULE

TASKS	Due Date
1. Submit revised Compliance Monitoring Plan with revisions to the Sampling & Analysis Plan, and Closure plan if needed.	Within 60 Calendar Days After Permit Issuance
2. Evaluate and submit conceptual design and installation cost for Phase 2 cover.	05/30/2027
3. Evaluate and submit proposed restoration plan of the Phase 1 cover to correct slope/water retention issue.	06/30/2027

END OF OLALLA LANDFILL SOLID WASTE HANDLING PERMIT

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	APPENDIX D OLALLA LANDFILL INFORMATION	

FIGURE 1: OLALLA LANDFILL LOCATION



Source: Google, 2026



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FIGURE 2: OLALLA LANDFILL AERIAL PHOTOGRAPH

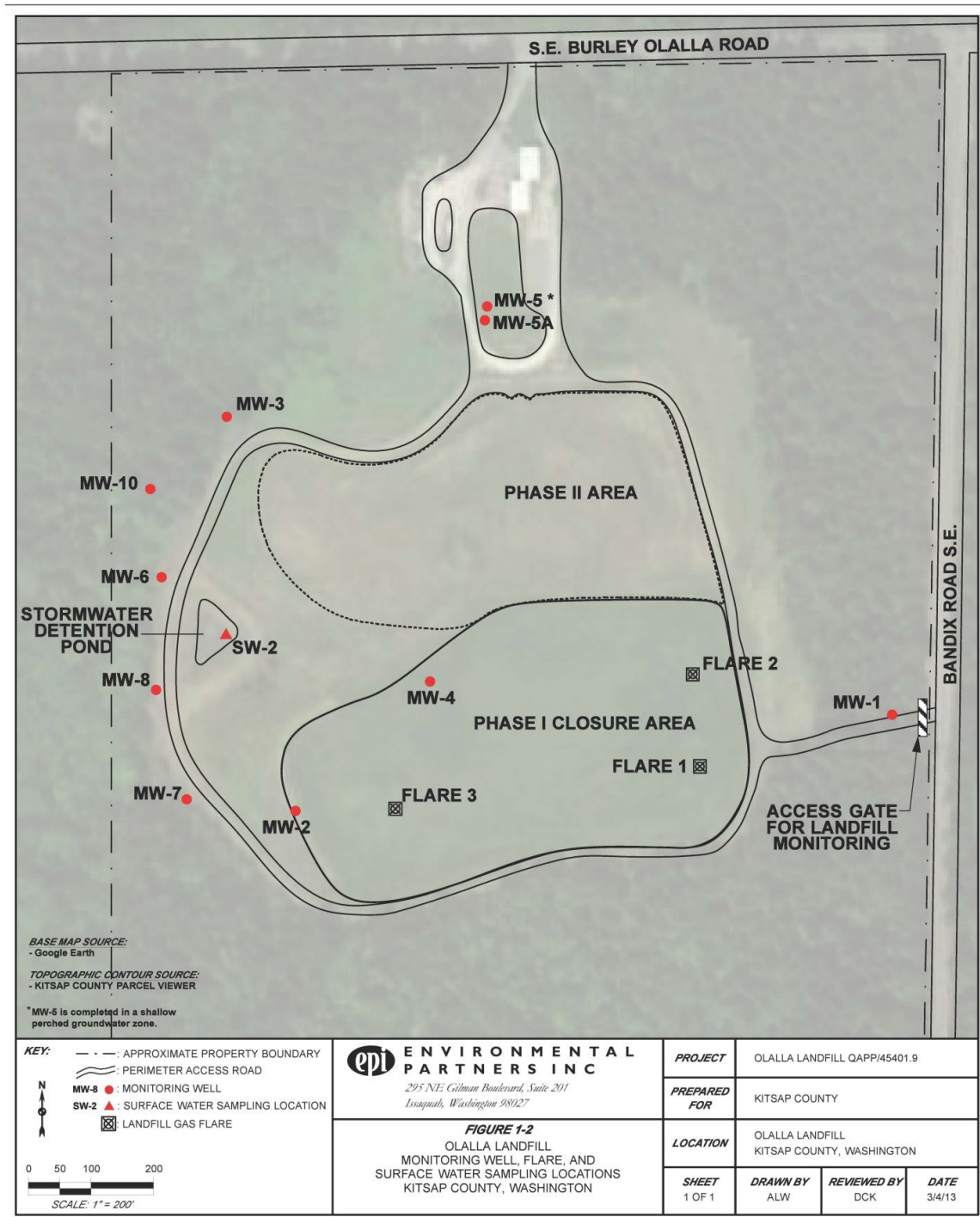


Source: Google, 2026



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FIGURE 3: OLALLA LANDFILL SAMPLING LOCATIONS



Source: Environmental Partner, Inc. 2013

END OF OLALLA LANDFILL INFORMATION

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	APPENDIX E DRAFT CONTRACT	

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

This Professional Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and [Contractor Name], a [Contractor State] state [Contractor Type], having its principal offices at [Contractor Addr] ("Contractor").

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

SECTION 1. TERM AND EFFECTIVE DATE

- 1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES

- 2.1. Scope of Work. The Contractor shall provide all "Services" identified in Attachment A: (Scope of Work), which is incorporated herein by reference. The Contractor shall provide its own equipment, labor, and materials.
- 2.2. Contract. "Contract" means this Contract and any exhibits, amendments, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation), and C (Other Contract Documents). All such documents are incorporated herein in full by this reference.
- 2.3. Personnel. The Contractor shall have and maintain complete responsibility for its Personnel. "Personnel" means Contractor and Contractor's employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. The Contractor shall promptly remove any Personnel performing Services on request from the County Representative.
- 2.4. Standards. The Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the parties.
- 2.5. Communication. The Contractor shall keep the County informed of the progress of the Services in the manner, method, and intervals requested by the County.

SECTION 3. COMPENSATION AND PAYMENT

- 3.1. Compensation. The maximum amount of compensation paid under the Contract by the County shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.

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- 3.2. Invoice. The Contractor will submit one (1) invoice to the County per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by the County.
- 3.3. Payment. The County will make reasonable efforts to pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to the Contractor unless otherwise provided herein.
- 3.5. Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

SECTION 4. TERMINATION

- 4.1. For Convenience. The County may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten days prior notice to the Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may: (1) accept a decreased price offered by the Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 4.3. Termination for Default. The County may immediately terminate the Contract, in whole or part, due to the failure of the Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if the County determines the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contractor shall immediately notify the County if the Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, the Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for Services performed and accepted by the County through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

SECTION 5. INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising

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out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

- 5.2. With regard to any Claim against any Indemnatee by any of the Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of any third parties arising out of Contract performance or use by the County of materials furnished or work performed under the Contract.
- 5.5. Obligations/Notice of Claim. The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise the County if the Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due the Contractor under the Contract until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor's indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the prior written consent of the County. The Contractor shall promptly advise the County of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

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SECTION 6. INSURANCE

- 6.1. Minimum Insurance Required. The Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with the Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.
- 6.4. Automobile Liability.
 - ☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
 - ☐ Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.
 - ☒ Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- 6.5. Pollution Liability. The Contractor shall carry pollution errors and omissions liability not less than \$2,000,000 each loss, \$2,000,000 aggregate.
- 6.6. Umbrella or Excess Liability. The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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- 6.7. Workers' Compensation and Employer Liability. If applicable, the Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 6.8. Primary, Non-Contributory Insurance/Subcontractors. The Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 6.9. Review of Policy Provisions. Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 6.10. Waiver of Subrogation. In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.11. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

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- 6.12. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.13. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

County's Contract Representative

Name: [County Rep Name]
 Title: [County Rep Title]
 Address: [County Rep Addr]
 Phone: [County Rep Phone]
 Email: [County Rep Email]

Contractor's Contract Representative

Name: [Contractor Rep Name]
 Title: [Contractor Rep Title]
 Address: [Contractor Rep Addr]
 Phone: [Contractor Rep Phone]
 Email: [Contractor Rep Email]

SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

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- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Contractor shall have complete responsibility and control over its Personnel. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of the County. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by the Contractor or its Personnel for delivery to the County under this Contract shall be the sole and absolute property of the County. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material the Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of the Contract.
- 9.2. Confidential Information/Breach. The Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by the Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without the County's prior written consent. In the event of unauthorized access or other security breach, the Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.

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SECTION 10. REPRESENTATIONS AND RECORDS

- 10.1. No Fee. The Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. The Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. The Contractor and its Personnel, and the Services provided by the Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. If required for the Services provided, the Contractor and its Personnel shall submit to a background check as directed by the County.
- 10.4. Nondiscrimination. The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). If the County determines that records in the custody of the Contractor are needed to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. With the exception of the Contract, if the Contractor considers any portion of any record, electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy proprietary information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records pursuant to the Act.
- 10.6. Advertising, Logo. The Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of the County, without the County's prior written consent.

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- 10.7. Audit and Record Retention. The Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for ten (10) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County. Upon request, the Contractor shall promptly make available to the County a legible copy of all books, documents, and records at no cost to the County.

SECTION 11. RIGHTS AND REMEDIES

- 11.1. Failure to Perform. If County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of the County.
- 11.2. Right of Assurance. If the County in good faith has reason to believe the Contractor does not intend, or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by the County, at no additional cost to the County. In the event of an error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other professional services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by the County and the termination or expiration of the Contract.
- 11.4. Remedies. All County rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to the County at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. The County will be entitled to offset against any sums due the Contractor and to reimbursement from the Contractor for any damages, expenses, or costs incurred by the County due to the Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by the Contractor, the County may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring such Services in substitution for those due from the Contractor under the Contract.

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SECTION 12. GOVERNING LAW, DISPUTES

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

SECTION 13. PREVAILING WAGE

Does Not Apply

SECTION 14. GENERAL PROVISIONS

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 14.4. No Third Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then the attachments and exhibits.
- 14.7. Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

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

END OF DRAFT CONTRACT