



**Request for Qualifications  
Hazardous Materials Consulting Service  
Bid No. 2021-HAZMATCONSBONDRFQ-50-001**

**Central Kitsap Fire & Rescue 2020 Facilities Bond Projects**

**Due Date: No later than 3:00 PM via email ONLY on Wednesday, September 22, 2021**

**PROJECT DESCRIPTION**

Central Kitsap Fire & Rescue (CKFR/DISTRICT) is seeking qualified Hazardous Materials Consultants (CONSULTANTS), Bid No. 2021-HAZMATCONSBONDRFQ-50-001 for CKFR Stations as identified in the 2020 Facilities Bond from October 2021 to September 2023, with the option of extending the contract an additional two-year period up to September 2025. This solicitation addresses the selection for such work on an as-needed basis.

Voters passed a facilities bond in 2020 that will provide a safer operating environment for the firefighters who serve our community. The bond will last for 20 years, but these stations would serve our community for the next 60 years.

The Request for Qualifications is intended to help CKFR select a qualified and experienced consultant.

Request of Qualifications will be received by Central Kitsap Fire & Rescue, via email ONLY at [coadmin@ckfr.org](mailto:coadmin@ckfr.org), no later than the date and time indicated above

Any questions regarding this project should be directed to Shannon Thompson at [coadmin@ckfr.org](mailto:coadmin@ckfr.org).

Addendum(s) will be posted by the end of the day Wednesday, September 15, 2021, on Central Kitsap Fire & Rescue website at <https://www.ckfr.org/information/bids/>.

**PROJECT SCOPE**

The anticipated hazardous material inspections and testing includes, but not limited to:

- Asbestos, lead, PCB's, etc.
- Development of reports and construction specifications
- Environmental studies and analysis
- Drawings
- Preparation of required closeout documents to meet regulatory requirements

CKFR may require these services to support the 2020 Facilities Bond for the following stations:

- Station 41 Meadowdale
- Station 45 North Perry / Illahee
- Station 51 Silverdale
- Station 54 Hintzville



- Station 55 Lake Tahuyeh
- Station 57 Lake Symington
- Station 52 Olympic View
- Station 42 Island Lake
- Station 64 Chico
- Station 56 Seabeck

A full list of station areas and improvements can be found on CKFR website at <https://www.ckfr.org/bond-proposal/>.

## QUALIFICATION REQUIREMENTS

Consultants should be able to demonstrate the following through their submittal:

- Your experience in projects of varying size, scope, and complexity
- Your ability to complete the task in a timely manner
- Knowledge and experience necessary to ensure compliance with any regulatory requirements, particularly Kitsap County and City of Bremerton

## SUBMITTAL REQUIREMENTS

Responses shall be submitted to Central Kitsap Fire & Rescue via email at [coadmin@ckfr.org](mailto:coadmin@ckfr.org) by the consultant and shall include in the body of the email:

- Request for Qualifications (RFQ) name and Bid No.
- The consultant name and address
- Confirmation and/or date consultant was registered on the MRSC Roster
  - To join the MRSC Roster <https://www.ckfr.org/information/mrsc/>

The consultant/company is responsible for the timely delivery of submitted RFQ packets. RFQ packets received after the submittal due date and time will not be opened or considered. The timeliness of submissions is determined by CKFR.

Submittals shall include in the following order:

1. A brief letter of introduction.
2. Resumes of key personnel and respective roles.
3. An organizational chart of the proposed project team.
4. A listing of previously completed projects during the past two years noting the scope of work and project contact person.
5. A listing of current projects and status and demonstration of the consultant team's capacity for the work.
6. A fee schedule.
7. At least 3 references of recent projects.



Please limit the number of pages to 10 pages (cover page not included), 12-point font, the submittal should focus on substance and brevity. Email completed packets to [coadmin@ckfr.org](mailto:coadmin@ckfr.org). CKFR will review all proposals.

## **TERMS AND CONDITIONS**

- A. The District reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The District reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- C. The District reserves the right to award any contract to the next most qualified Firm, if the successful Firm does not execute a contract within 10 days of being notified of selection.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the District the services described in the attached specifications, or until one or more of the proposals have been approved by the District administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the District shall be in a form supplied or approved by the District, and shall reflect the specifications in this RFQ. A copy of the District standard Professional Services Agreement is available for review (see attachment A). The District reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the District Attorney's office.
- F. The District shall not be responsible for any costs incurred by the Firms in preparing, submitting or presenting its response to the RFQ or Proposal.
- G. The solicitation for this on-call work with the District is from October 2021 to September 2023, with the option of extending the contract an additional two-year period up to September 2025.

## **EVALUATION CRITERIA**

Submittals will be evaluated by CKFR staff based upon the responsiveness of the submittal to this RFQ, and based on the following criteria:

- 1. Key Personnel Qualifications with Relevant Project Experience (20 pts)
- 2. Qualification of Proposed Project Team (20 pts)
- 3. Qualifications/Expertise of Firm (20 pts)
- 4. Ability to meet schedule/Availability of Key Personnel (20 pts)
- 5. Past Performance/References (20 pts)

Evaluations will be based on criteria outlined herein, which may be weighted by CKFR in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Consultants based on



an evaluation of the qualifications. All submittals will be evaluated using the same criteria and weighting.

**SELECTION SCHEDULE**

Statement of Qualifications Due:	Wednesday, September 22, 2021 @ 3:00 PM via email
Announcement of Shortlisted Firms:	TBD
Interviews:	TBD
Selection of Successful Consultant:	No later than Friday, October 1, 2021

**ATTACHMENT**

1. Attachment A – Professional Services Agreement Sample



# CENTRAL KITSAP FIRE & RESCUE

The District of Central Kitsap Fire & Rescue, Washington, a municipal corporation (hereinafter the "District") and

\_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "Consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to the Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to the Consultant by the District in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The District shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time as the Consultant modifies such work to the satisfaction of the District.
- D. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 60 days of the date of actual receipt by the District of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The District reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to the Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the District. In the event the District terminates prior to completion without cause, the Consultant may complete such analyses and records as may be necessary to place its files in order. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.



#### **IV. OWNERSHIP OF WORK PRODUCT**

- A.** Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the District. Any reuse of these materials by the District for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the District.

The District acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the District upon completion of the work. The District agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B.** Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the District, and may be used as either the Consultant or the District sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the District of Central Kitsap Fire & Rescue shall review and approve the Consultant's invoices to the District under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the District.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

The Consultant will diligently proceed with the work contracted for, but the Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, the Consultant shall forthwith notify the District.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the District.

#### **VIII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

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## IX. HOLD HARMLESS/INDEMNIFICATION

The Consultant shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

## X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

### A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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1. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

#### **D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **E. Verification of Coverage**

The Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

#### **F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

### **XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and the District laws, ordinances, regulations, and codes.

### **XII. FUTURE SUPPORT**

The District makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

### **XIII. INDEPENDENT CONTRACTOR**

The Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the District. The Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of The Consultant.

### **XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or





agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

**XV.ADDITIONAL WORK**

The District may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

\_\_\_\_\_. Additional work shall not proceed unless so authorized in writing by the District.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CENTRAL KITSAP FIRE & RESCUE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

