KITSAP PUBLIC
HEALTH DISTRICT

345 6th Street, Suite 300
Bremerton, WA 98337
360-728-2235

REQUEST FOR PROPOSALS

November 2026

Kitsap Public Health District
Pollution Identification and Correction Program

For

Analytical Laboratory Services for
Environmental Water Samples

RESPONSE DEADLINE FOR SEALED BID PROPOSALS:
December 14, 2026 @ 4:30 p.m.

DATE THAT SEALED BID PROPOSALS WILL BE PUBLICLY OPENED:
December 15, 2026 @ 2:00 p.m.

1.0 PROJECT DESCRIPTION

The Kitsap Public Health District (KPHD) Water Pollution Identification and Correction Program is requesting proposals from Washington State Department of Ecology accredited laboratories for analytical laboratory services for environmental and drinking water samples collected by KPHD.

2.0 GENERAL INFORMATION

KPHD works cooperatively with the Kitsap County Public Works Storm Water Division through an interlocal agreement to monitor surface water quality and conduct fecal pollution identification and correction projects in Kitsap County. The purpose of KPHD monitoring is to protect public health from water-borne contaminants.

KPHD staff collect up to 40 fresh and marine water samples per day, and/or up to approximately 3,000 water samples per year. Most water sample collection events

are scheduled in advance, but occasionally KPHD has the need to conduct unscheduled, emergency-type sampling events to protect public health or to sample during specific types of weather events. Fecal coliform, E. coli, and Enterococcus are the sample parameters requested for analysis most often, but other parameters such as total Kjeldahl nitrogen, phosphorous, chlorophyll, etc., are periodically requested. Additionally, the Drinking Water Program collects an approximate 500 drinking water samples annually which are tested for both total coliform and nitrate.

KPHD strictly adheres to Department of Ecology and United States Environmental Protection Agency (EPA) standards and guidelines for sample quality assurance/quality control (QA/QC) including, but not limited to, collection, holding times, analyses, and reporting. Samples are generally collected during standard business hours but may occasionally be collected during evenings or weekends. Samples are collected throughout the entire geographic area of Kitsap County, and are generally returned to the KPHD office at 345 6th Street, Suite 300, Bremerton, WA, 98337, for final laboratory preparation and chain-of-custody form completion before release to the contract laboratory.

Preference will be given to laboratories that can furnish twice daily courier services for sample transport from KPHD to the laboratory, and to transport new sample containers to KPHD, during the regular business week (see Section 8.0, *Selection Process*). Proposals meeting the preferred courier schedule (See Table 3, *Sample Courier and Acceptable Requirements*), an amended courier schedule, or no courier schedule (no courier service provided) will be accepted.

KPHD uses electronic data transmittal and reporting for ease of data management, and prompt reporting, to KPHD desktop computers or field locations via mobile phones.

3.0 CONTRACT TERM

Any and all laboratory services awarded through this solicitation shall commence on February 1, 2027, and occur through January 31, 2029.

4.0 SCOPE OF WORK

The awarded contract laboratory's responsibilities shall include:

1. **Projected Sample Parameters and Required Analytical Methods**: **Table 1** contains the list of parameters that the contract laboratory shall be accredited to analyze, and the analytical methods required for each parameter. Other parameters or analytical methods may be desired by KPHD during the contract term, and the awarded contract laboratory will be given the option of first refusal for such requests when/if the need arises.

2. **Annual Sample Analysis Capacity**: See **Table 1** for an estimate of annual sample analysis needs, by parameter, for KPHD during the contract term. Although these estimates are anticipated to be on the upper end of the sample number range, additional samples may be requested as needed. The awarded contract laboratory will be given the option of first refusal for sample numbers over and above the estimates in **Table 1**.

3. **Desired Detection Limits**: The awarded contract laboratory shall have the capability to measure parameters at, or below, the analytical requirements listed in **Table 1**.

4. **Quality Assurance/Quality Control:** The contract laboratory is required to provide lab ware and analyses for sample field replicates, method blanks, surrogates and other appropriate quality control analyses and documentation as required by the desired analytical method or as requested by KPHD. Quality control checks shall be conducted at a rate of at least 10 to 20 percent of the total number of samples collected and should be run at the rate of approximately one per batch of samples; a batch is considered to be 20 samples or less for a given calendar day. Contract laboratory shall participate in the review and comment of draft Quality Assurance Project Plans developed by KPHD. The contract laboratory shall follow the QA/QC requirements specified in **Table 1** or as specified in the approved Quality Assurance Project Plans. KPHD will provide the awarded contract laboratory with a Chain of Custody form to be used for all KPHD sample analyses.

5. **Supplies and Materials**: The awarded contract laboratory shall provide all the appropriate sample vessels with paper tamper seals, preservation chemicals, etc., for all required parameters and analytical methods shown in **Table 1**. For bacteriological analysis, we currently use Idexx 120 ml polystyrene (without sodium thiosulfate) containers with paper tamper seal vessels. Sample vessels will be delivered to the KPHD office by the contract laboratory-supplied sample courier. Contract laboratory shall provide all other required supplies and materials for all sample analyses.

6. **Sample Schedule**: The awarded contract laboratory will be provided with electronic notification of the KPHD monitoring/sampling schedule. KPHD will strive to provide as much notice as possible for scheduled samples, changes, and cancellations. KPHD will not be subject to additional fees charged by the contract laboratory for sample schedule changes.

7. **Sample Analysis Turnaround Time:** KPHD requires either 3:30 pm next day, 4:30 pm next day, 48-hour, or 96-hour turnaround time on bacteriological sample results. In summer months, E. coli and Enterococcus samples are collected at Kitsap County swimming beaches to assess swimming safety, and results for these samples are needed by 3:30pm next day. Turnaround time starts at receipt of samples at the selected laboratory, or pick-up by the laboratory-supplied sample courier. Failure to meet the turnaround times in Table 2 shall result in a credit on the affected samples, unless amended in writing by both parties after contract award:

    - Swimming beach samples (all beach enterococcus and lake swimming beach E. coli) and drinking water samples (total coliform and nitrate): 50% of the price of each late sample.
    - No credit applies when a delay is caused by KPHD (including late, incomplete or improperly labeled samples) or by events beyond the laboratory's reasonable control, if KPHD is notified promptly. Turnaround time requirements are shown in **Table 2**.

8. **Laboratory-Supplied Sample Courier Requirements**: The awarded contract laboratory shall provide daily sample courier services during the regular business week, at no additional charge, to KPHD. See **Table 3** for preferred sample courier collection days and times.

9. **Data Reporting:** KPHD will provide the awarded contract laboratory with a Chain-of-Custody Form. The Chain of Custody form shall serve as the final data report for bacteria samples. Original Chain-of-Custody forms are to be mailed or delivered to KPHD at least once per month. For all other parameters, the awarded contract laboratory shall work with KPHD to develop a data report form for KPHD approval.

   When requested by KPHD, the laboratory will send sample results to the email address of the staff member listed on the Chain of Custody form within the turnaround times specified above. Beach samples (marine or lake) are emailed to a "beach" distribution group, as provided by the Health District. In addition to emailing the chains of custody with sample results, KPHD requires that some sample results be provided in electronic format suitable for download into our water quality database.

10. **Special Sampling Needs:** The awarded contract laboratory shall provide KPHD with an emergency contact person/contact phone number. The emergency laboratory contact person shall be available after hours and on weekends as needed to accommodate sample acceptance and analysis for all samples collected in response to public and environmental health emergencies. KPHD will strive to provide a minimum of four (4) hours' notice for emergency sampling and analysis work.

11. **Plans, Documentation, and Compliance with Applicable Laws:** As a condition of the contract, Proposers shall demonstrate upon request how their facility is in compliance with applicable health and safety rules, and waste management and disposal rules.

12. **Billing Procedures:** The awarded contract laboratory shall provide KPHD with monthly invoices organized by the KPHD-supplied "billing code" identified on each Chain of Custody form. As discussed above in Item 9, Data Reporting, the Chain of Custody form serves as the data report for all bacteria sample analysis results. For other parameters, the contract laboratory shall provide analytical results on the KPHD-approved data report form. With each invoice, the contract laboratory shall report the total number of samples by parameter analyzed during the monthly period, and a current year–to- date total of the number of samples for each parameter analyzed. This report will be organized by media

analyzed (fresh, marine, lake), analysis performed, and billing code. A separate invoice will be prepared for all drinking water analyses.

5.0 PROPOSER QUALIFICATIONS

1. Qualifying proposers shall be the current owner/manager of a Washington State Department of Ecology accredited laboratory under WAC 173-50, Accreditation of Environmental Laboratories.
2. Proposers shall demonstrate proof of current laboratory accreditation for all of the parameters listed in **Table 1** for environmental water samples.
3. Proposers shall demonstrate the laboratory's ability to handle the number of samples estimated in Table 1, and the ability to operate the laboratory after-hours and/or on weekends if requested by KPHD.

6.0 REQUEST FOR PROPOSALS PROCEDURE

Proposal procedures will be implemented in accordance with KPHD Policy A-23, Purchasing. To obtain a copy of Policy A-23, please contact Loan Nguyen, Purchasing Agent, (360) 728-2295, or purchase@kitsappublichealth.org.

7.0 REQUIRED PROPOSAL ELEMENTS

Submitted written proposals must include the following information in a sealed envelope:

1. Letter of interest;
2. Phone and email contact information for the contract laboratory owner or manager;
3. Statement of Qualifications showing the Proposer's qualifications to perform the Scope of Work as shown in Section 4.0, and a copy of the contract laboratory's Certificate of Laboratory Accreditation from the Department of Ecology for the parameters and analytical methods shown in Table 1. Thorough discussion is encouraged, and information provided should include:

a. A description of the Proposer's company, including general expertise, work experience as related to this Request for Proposals, size (staff number and square footage of laboratory), facility improvements and amenities, and location;
b. A description of the services currently provided by the Proposer's laboratory and the Proposer's ability to fulfill the Scope of Work, emergency laboratory analyses, and courier services described in this offering;
c. A list of all environmental water laboratory analysis contracts currently held by the Proposer and contracts (including an annual workload summary for each contract) held within the last ten years;

4. Completed Proposer's Questionnaire Form (**Exhibit A**);
5. A copy of the most recent Laboratory Accreditation audit performed by the Department of Ecology;
6. Completed Form: Orders, Notices, or Citations brought against the Proposer within the past five (5) years (**Exhibit B**);
7. Completed Suspension/Debarment Certificate (**Exhibit C**);
8. A list of four (4) references (minimum) and their contact information;
9. Written confirmation that the Proposer can meet all of the elements in Section 4.0, Scope of Work;
10. Description of the manner in which the Annual Sample Analysis Capacity element of the Scope of Work will be met, and any experience the company has had with any similar jobs in size and scope;
11. Description of the manner in which the Laboratory-Supplied Sample Courier Requirements element of the Scope of Work will be met;
12. Description of the manner in which the Special Sampling Needs element of the Scope of Work will be met;
13. Description of the manner in which the Sampling Analysis Turnaround Time element of the Scope of Work will be met;
14. Description of the manner in which the Data Reporting element of the Scope of Work will be met;
15. Description of the manner in which the Billing Procedures element of the Scope of Work will be met;
16. A listing and description of any environmental or business awards won, or certifications earned, by the company;
17. A description of any sub-contracts or agreements that the Proposer's laboratory shall make in order to fulfill the Scope of Work; and

18. Detailed cost information **per sample/per parameter** for the parameters listed in **Table 1**, Analytical Requirements, as it pertains to fulfilling all elements of the Scope of Work.
19. Exceptions, if any, or a statement that the Proposer takes no exceptions.

8.0 SELECTION PROCESS

All qualified proposals will be reviewed according to the criteria provided below:

1. Reliability (25 points)
   - Meeting deadlines
   - Maintaining accreditation
   - Customer satisfaction

   Demonstrated in the proposal based on the proposal criteria. Special attention will be paid to laboratories with a strong history of flexibility, meeting deadlines, and a stellar accreditation history. Preference will be given to proposals that have a work history of and/or commitment to accepting and analyzing samples on short notice, during evening and weekend hours, without increasing analytical costs or adding extra charges for after-hours service, and a low rate of laboratory error. Additionally, proposals that include a proven history of providing courier services on time and on schedule and providing electronic data reporting to multiple users are also preferred. All references will receive standard questions and KPHD shall not be listed as a reference.

2. Service (Up to 25 points)
   - Service flexibility
   - TAT performance
   - Billing process
   - Length of business history

   Demonstrated in the proposal based on the proposal criteria. Service flexibility will be evaluated on written commitments to: accept and analyze evening and weekend samples; accept emergency samples on four (4) hours' notice with a named after-hours emergency contact; perform after-hours, weekend, and emergency analyses without additional charges; waive fees for sample schedule changes or cancellations; run additional dilutions on request at no

added cost; and email results to multiple users, including the beach distribution group, in a format suitable for KPHD's water quality database. Turnaround time (TAT) performance will be evaluated on the Proposer's commitment to meet each turnaround time in Table 2, including early telephone or email notification of likely high counts and immediate telephone notification of failed drinking water results. The billing process will be evaluated on the Proposer's commitment to the Billing Procedures in Section 4.0, Item 12. Length of business history will be evaluated on the Proposer's years of operation as an environmental laboratory and on contracts of similar size and scope held within the last ten (10) years.

3. Costs of Service (Up to 25 pts)
   - Total Cost for two-year contract

4. Sample Transport (Up to 25 points)
   - Courier Service and convenient drop-off locations

   Meeting the proposed schedule outlined in Table 3, *Sample Courier and Acceptance Requirements*. Proposals should describe their courier service, including service area, pickup arrangements, and any applicable fees. Submissions that offer convenient, reliable, and cost-effective pickup and sample drop-off locations will receive favorable consideration.

9.0 SUBMITTAL GUIDELINES

To be considered for this Request for Proposals, one hardcopy **OR** one electronic copy of the proposal in PDF format must be submitted by **4:30 PM, December 14, 2026**.

For each analysis listed in **Table 1**, the Laboratory shall specify a written price quotation for turnaround times specified in **Table 2**. If any of the required analytical services will need to be subcontracted to another accredited laboratory, indicate which parameters and analytical methods with be sent to the subcontracted laboratory, and provide the name of the laboratory, contact person, and accreditation documentation as specified in this proposal request.

Hardcopy proposals shall be enclosed in a sealed and marked envelope, and submitted by mail, to the following:

Kitsap Public Health District
ATTENTION: REQUEST FOR ANALYTICAL LABORATORY SERVICES
Purchasing Agent
345 6th Street, Suite 300
Bremerton, WA 98337-1866

Electronic copies shall be submitted to the Health District's purchasing agent at purchase@kitsappublichealth.org. All email submittals must receive a return email acknowledging receipt.

Proposals that are received after **4:30 PM, December 14, 2026,** or not submitted in accordance with this announcement, will automatically be rejected and will not receive further consideration.

Proposers shall list any exceptions in a separate section of the proposal titled "Exceptions." An exception is any statement that refuses, limits, conditions or replaces a requirement in the Scope of Work (Section 4.0, including Tables 1 and 2), Proposer Qualifications (Section 5.0), or the Draft Contract (Exhibit D). A courier schedule other than the preferred schedule in Table 3 is not an exception (see Section 2.0).

Proposals that take exception to a requirement affecting price, risk, legal terms, or the Proposer's ability to perform the Scope of Work may be rejected as non-responsive. KPHD will not negotiate exceptions with individual Proposers before award. If a Proposer attaches its own terms and conditions, Exhibit D shall govern. A proposal that does not list any exceptions will be considered to accept all RFP requirements and Exhibit D in full.

Proposers are solely responsible for all costs incurred in the development and submission of the response to this Request for Proposals, and any future expenses that may lead to execution of a contract and agreement with KPHD. All materials submitted become the property of KPHD.

KPHD reserves the following rights for acceptance, modification, and/or rejection of submitted proposals such as:

1. Rejection of any or all proposals.

2. Rejection of any proposals not in compliance with proposal requirements.
3. Providing addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of the Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Determination to select one or more Proposers for negotiation of a final contract(s).
7. To waive any informality in any response and to delete certain items listed in the informal bid as set herein.
8. Decisions made by KPHD will be final.

Bids will be publicly opened and read aloud via electronic meeting (link to be made available to bidders) at **2:00 PM, December 15, 2026**.

10.0 CONTRACT TERMS AND CONDITIONS

If a contract is awarded through this Request for Proposals, the contract laboratory shall agree to the contract terms and conditions as shown in Exhibit D, Draft Contract.

11.0 TECHNICAL POINT OF CONTACT AT KPHD

For questions prior to submittal, please direct written inquiries to:

Dayna Katula, Pollution Identification & Correction Program Manager
Email: dayna.katula@kitsappublichealth.org

Answers to all questions will be forwarded to all applicants.

Table 1
Analytical Requirements

Parameter[4]	Sample Matrix	Detection Limits	Range of Sample Values	Analytical Method	Estimated Annual Sample Quantity
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	<2 MPN/100 ml	<2 - ≥1600 (without dilution)	APHA Procedure 9221-E, MPN	120
E. Coli Bacteria (EC)	Fresh & Marine Water	1.0 MPN/100ml	1 - 2419 colonies/100ml (without dilution)	Idexx Colilert 18, APHA Procedure 9223 B	2900
Enterococcus Bacteria (ENT)	Fresh & Marine Water	10 MPN/100ml	10 – 2419 colonies/100ml (without dilution)	Idexx Enterolert USEPA, 2003	250
Total Coliform (TC)	Drinking Water	1.0 cfu / 100ml	1 – 2419 colonies/100ml (without dilution)	SM 9223 B	500
Nitrate	Drinking Water	0.008 mg/L	0.01 – 3.5 mg/L	EPA 300.0 / SM 4500 NO_3	400

1. Laboratory must be able to process up to 40 bacteriological samples on a single day as needed; could be all EC, all ENT or all FC, or a combination of all three.
2. Wet season is defined as October 1st through April 30th
3. Dry season is defined as May 1st through September 30th
4. Dilutions in addition to method requirements are sometimes requested by Health District staff for bacteriological analyses.

Table 2
Sample Turnaround Times

Sample Type	Required Turnaround Time
ENT (all)	4:30 pm next day (early telephone or email notification for likely high counts)
EC (lake swimming beach)	3:30 pm next day (early telephone or email notification for likely high counts)
FC/EC (spills, complaints, shoreline surveys or other time sensitive samples)	48 hours
FC/EC (other, including routine monitoring events)	96 hours
Drinking Water total coliform	Within 2 business days, immediate telephone notification for all failed bacteria results
Drinking water nitrate	Within 5 business days

Table 3

Sample Courier and Acceptance Requirements

Pick-Up Location	Monday	Tuesday	Wednesday	Thursday	Friday
Government Center - 3rd Floor Hallway	**No am pick up[3]**	**8:30am**	**8:30am**	**8:30am**	**8:30am**
	4:30pm[1]	**4:30pm**	**4:30pm**	**4:30pm**	**4:30pm**

1. Between May and September, BEACH enterococcus samples will be picked up by 3:00pm to meet state sampling requirements. Between October and April, pick up time is 4:30pm.
2. The contract laboratory will accept samples at their office as late as 4:45pm, Monday through Friday.
3. Saturday and Sunday sample collection may (at times) be necessary. Staff will give the Laboratory a minimum 5-day notice of weekend sampling. No more than 12 weekend sampling events will be conducted annually.
4. Laboratory will provide immediate analysis of environmental samples collected pursuant to public/environmental health emergencies.
5. Courier will update the temperature and pickup log at the Government Center during each visit.
6. Courier will not leave pick up locations earlier than the scheduled time.
7. All early morning samples (before 8:00am) will be delivered directly to contract laboratory or dropped off at Govt. Center in time for the 8:30am courier service.
8. Health District staff will provide cell phone number on chain of custody so that contract laboratory can locate them if there are questions about the chain of custody or samples.
9. If Health District staff cannot be reached by cell phone, contract laboratory will call (360) 728-2235 to have a staff person located. If still no response, the laboratory will analyze the samples based on their best professional judgment.

EXHIBIT B: PROPOSER QUESTIONNAIRE FORM

INSTRUCTIONS: THIS IS A MANDATORY RESPONSE. Proposers must submit this form to the County with the Proposal. Please provide the requested information, then sign and date. If response is incomplete or the County requires further description, the County may request Proposer provide such information within a mandatory due date or may determine the missing information is immaterial to award. **IF PROPOSER ANSWERS "YES" TO ANY QUESTION, PROVIDE THE EXPLANATION FOR ALL "YES" ANSWERS ON A SEPARATE SHEET.**

Proposer Information	
Proposer's Legal Name and d.b.a. if applicable:	
Mailing Address:	
Contact Person and Title:	
Contact Person's Phone Number:	
Contact Person's Fax Number:	
Contact Person's E-Mail Address:	
State UBI Number:	
Federal TIN or EIN Number:	

Ownership	**Yes or No** If yes, explain.
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	

Financial Resources and Responsibility	**Yes or No** If yes, explain.
Within the previous 5 years has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous 5 years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous 5 years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous 5 years has a governmental or private entity terminated your firm's contract prior to contract completion?	
Within the previous 5 years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

Disputes	**Yes or No** If yes, explain.
Within the previous 5 years has your firm been the defendant in court on a matter related to any of the following issues: • Payment to subcontractors? • Work performance on a contract?	
Does your firm have outstanding judgments pending against it?	
Within the previous 5 years has your firm been assessed liquidated damages on a contract?	
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the County?	

Compliance	Yes or No If yes, explain.
Within the previous 5 years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous 5 years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has your firm had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous 5 years?	

Business Integrity	Yes or No If yes, explain.
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	
Within the previous 5 years has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?	
Within the previous 5 years has your firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in a publicly traded corporation.	

The undersigned hereby certifies that:
The Proposer has read the County’s solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
The Proposer has had opportunity to ask questions regarding the requirements and that the questions were answered by the County;
The Proposer’s offer is valid until the date the County awards a contract or rejects all offers;
All information provided within the Proposer’s offer, including but not limited to the information provided in response to this Proposer Questionnaire, is true and correct to the best of his/her knowledge;
The Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its offer;
The Proposer fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Proposer offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
The person signing below has the authority to legally bind the Proposer.

Dated this _____ day of _____, 2023

_____ _____

Signature **Title**

FORM A: ORDERS, NOTICES OR CITATIONS (PROPOSER AND SUBCONTRACTORS)

Submit a list of any and all Environmental or Safety Law-related orders, notices, or citations received during the past five (5) years **by the Proposer or any facility or subcontractor proposed to be used in performance of the Contract**. List the status of the response to any order, notice or citation. **If no such orders, notices, or citations were received by Proposer or any proposed facility or subcontractor, indicate here:** _____

Use multiple copies of this form, if necessary. Details of orders, notices or citations can be included as an attachment.

Company Name: _____

Proposer-Owned?: Yes: _____ No: _____ Subcontractor?: Yes: _____ No: _____

Mailing Address: _____

Contact Person: _____

Phone: _____

E-Mail Address: _____

A. Type of Order, Notice or Citation: _____

B. Date of Order, Notice or Citation: _____

C. Response to Order, Notice or Citation: _____

_____

D. Status of Response: _____

_____

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

Federal Recycling Program Printed on Recycled Paper

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not deas it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT D: DRAFT CONTRACT

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
ANALYTICAL LAB

This Professional Services Agreement ("Agreement") is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to Chapter 70.46 revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as "District," and ANALYTICAL LAB, hereinafter referred to as "Consultant." The Parties mutually agree as follows:

I. **Period of Performance:** The period of performance of this Agreement shall begin February 1, 2027 and be completed no later than January 31, 2029, unless terminated sooner or extended as provided for herein.

II. **Purpose:** The District requires Consultant's expertise to provide laboratory services as specified in **ATTACHMENT A, SCOPE OF WORK**, hereto attached and hereinafter incorporated.

III. **Qualifications/Eligibility:** Consultant will have the qualifications necessary to successfully complete the objectives of this agreement. Consultant hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).

IV. **Compensation:** The District shall pay Consultant a total compensation not to exceed **$$$$$$** during the Agreement. Compensation shall be based on invoices submitted by Consultant itemizing samples analyzed.

1. Consultant agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor, or facilities will be furnished by the District.

2. Consultant will perform the work specified in the Agreement according to standard industry practice.

3. Consultant will complete its work in a timely manner and in accordance with the schedule agreed to by the Parties. Failure to meet the turnaround times in

Table 2 shall result in a credit of 50% of the price of each late swimming beach sample (all beach enterococcus and lake swimming beach E. coli) and drinking water sample (total coliform and nitrate), unless amended in writing by both parties after contract award. No credit applies when a delay is caused by the District (including late, incomplete or improperly labeled samples) or by events beyond the Consultant's reasonable control, if the District is notified promptly.

4. Consultant will confer with the District from time to time during the progress of the work. Consultant will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

V. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:
Kitsap Public Health District
Attn: Dayna Katula
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2301

If to the Consultant:
ANALYTICAL LAB
CONTACT

VI. **Billing:** Billing to the District shall be submitted monthly, and shall be emailed to KPHD's accounts payable and PIC Program Manager. Currently, these email addresses are accounts.payable@kitsappublichealth.org and dayna.katula@kitsappublichealth.org, respectively.

VII. **Independent Contractor:** Consultant and its employees or agents performing under this Agreement shall continue to be employees of the Consultant and are not considered to be employees or agents of the District for any purpose.

VIII. **Rights in Data:** Data that is delivered under this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be transferred fully to the District with all rights to the license to copyright, publish, translate, reproduce, patent, register, modify, deliver, dispose of, and to authorize others to do so. Consultant reserves the right to maintain copies of data analyses and documents produced.

IX. **Indemnification:** 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 the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, the Consultant waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

X. **Insurance:** 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 Consultant, its agents, representatives, or employees. The District shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

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 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. Consultant shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance
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:

1. Consultant's insurance coverage shall be primary insurance as respect 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. 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

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 Consultant before commencement of the work.

XI. **Safeguarding of Information:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Consultant agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Security Officer at (360) 728-2262. The notification must be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Consultant through this Agreement.

Consultant shall certify the return or destruction of all personal information upon expiration of the Agreement.

XII. **Certification Regarding Suspension and Debarment:** Consultant, by completing and returning to the District the "Debarment, Suspension, Ineligibility

or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see RFP Exhibit C) certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.

XIII. **Records Maintenance:** The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

XIV. **Statutory and Regulatory Compliance:** Consultant shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

XV. **Non-Discrimination:** Consultant shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996

(HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

XVI. **Compliance with State and Federal Confidentiality Laws:** Consultant shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Consultant agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.

XVII. **No Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.

XVIII. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

XIX. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.

XX. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

XXI. **Termination:** This Agreement may be terminated by KPHD upon giving at least thirty (30) days advance written notice to the Consultant. The Consultant must provide at least sixty (60) days advance notice to KPHD.

XXII. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention.

XXIII. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded. The RFP and Consultant's proposal are incorporated by reference. If they conflict, this agreement governs first, then the RFP, then the proposal.

KITSAP PUBLIC HEALTH DISTRICT _ **ANALYTICAL LAB**

By: _____
Yolanda Fong
Administrator

Date: _____

By: _____
LAB REPRESENTATIVE
TITLE

Date: _____

Funding Source
Program: _PIC_____ Federal Contract/Grant _Pass Thru DOH Con Con and DOE Pass through____

ATTACHMENT A
SCOPE OF WORK

The Water Pollution Identification and Correction Program of KPHD collects up to **40** fresh and marine samples per day, and approximately **3,000** samples per year. Most samples are scheduled in advance, but some are unscheduled and collected in support of complaint investigation and emergency response. E. coli and Enterococcus are requested most often. Additionally, the Drinking Water Program collects an approximate 500 drinking water samples annually which are tested for both total coliform and nitrate. Contract requirements and information are listed below:

- **Dates of Sample Collection**: February 1st, 2027 – January 31, 2029
- **Analyses**: Please refer to **Table 1** for a complete list of standard analyses. Other analyses may be needed upon request.
- **Detection Limits**: At or below detection limits listed in **Table 1**.
- **Pricing**: Please refer to **Table 1** for specific pricing.
- **Sample scheduling**: The Laboratory will be provided electronic notice of KPHD's monitoring schedule. The Health District's goal is to provide as much notice as possible of scheduled samples, changes, and cancellations.
- **Supplies and Materials:** Laboratory will provide sample vessels with a paper tamper seal for all required analyses. For bacteriological analysis, we currently use Idexx 120 ml polystyrene (without sodium thiosulfate) with paper tamper seal vessels. Sample vessels will be delivered to our offices located at the Norm Dicks Government Center in Bremerton, Washington. Laboratory provides all other supplies and materials for sample analysis.
- **Quality Assurance/Quality Control:** The contract laboratory is required to provide labware and analyses for sample field replicates, method blanks, surrogates and other appropriate quality control analyses and documentation as required by the desired analytical method or as requested by KPHD. Quality control checks shall be conducted at a rate of at least 10 to 20 percent of the total number of samples collected and should be run at the rate of approximately one per batch of samples; a batch is considered to be 20 samples or less for a given calendar day. Contract

laboratory shall participate in the review and comment of draft Quality Assurance Project Plans developed by KPHD. The contract laboratory shall follow the QA/QC requirements specified in **Table 1** or as specified in the approved Quality Assurance Project Plans. KPHD will provide the awarded contract laboratory with a Chain of Custody form to be used for all KPHD sample analyses.

Table 1

Analyses and Pricing

TO BE INCLUDED BY ANALYTICAL LAB

Sample Turnaround Time: KPHD requires either 3:30pm next day, 4:30pm next day, 48-hour, or 96-hour turnaround time on bacteriological sample results. Many E. coli and all Enterococcus sample results are needed next day. Turnaround time starts at receipt of samples at the selected laboratory, or pick-up by the laboratory-supplied sample courier. Turnaround time requirements are shown in **Table 2**.

Table 2
Sample Turnaround Times

Sample Type	Required Turnaround Time
ENT (all)	4:30 pm next day (early telephone or email notification for likely high counts)
EC (lake swimming beach)	3:30 pm next day (early telephone or email notification for likely high counts)
FC/EC (spills, complaints, shoreline surveys or other time sensitive samples)	48 hours
FC/EC (other, including routine monitoring events)	96 hours
Drinking Water total coliform	Within 2 business days, immediate telephone notification for all failed bacteria results
Drinking water nitrate	Within 5 business days

Table 3

Sample Courier and Acceptance Requirements

Pick-Up Location	Monday	Tuesday	Wednesday	Thursday	Friday
Government Center - 3rd Floor Hallway	**No am pick up[3]**	**8:30am**	**8:30am**	**8:30am**	**8:30am**
	4:30pm[1]	**4:30pm**	**4:30pm**	**4:30pm**	**4:30pm**

1. Between May and September, BEACH enterococcus samples will be picked up by 3:00pm to meet state sampling requirements. Between October and April, pick up time is 4:30pm.
2. The contract laboratory will accept samples at their office as late as 4:45pm, Monday through Friday.
3. Saturday and Sunday sample collection may (at times) be necessary. Staff will give the Laboratory a minimum five-day notice of weekend sampling. No more than 12 weekend sampling events will be conducted annually.
4. Laboratory will provide immediate analysis of environmental samples collected pursuant to public/environmental health emergencies.
5. Courier will update temperature and pickup log for refrigerator at Government Center during each visit.
6. Courier will not leave pick up locations earlier than the scheduled time.
7. All early morning samples (before 8:00am) will be delivered directly to contract laboratory or dropped off at Govt. Center in time for the 8:30am courier service
8. Health District staff will provide cell phone numbers on chain of custody so that contract laboratory can locate them if there are questions about the chain of custody or samples.
9. If Health District staff cannot be reached by cell phone, contract laboratory will call (360) 728-2235 to have a staff person located. If still no response, the laboratory will analyze the samples based on their best professional judgment.

- **Data Reporting:** The Laboratory will record bacteria sample results on the Health District's chain of custody in the columns provided. The COC will serve as the final data report for bacteria samples. For other parameters, a formal report will be included with the monthly billing.

  When requested, the laboratory will send sample results to the email address of the staff member listed on the chain of custody within the turnaround times specified

above. Beach samples (marine or lake) are emailed to a "beach group", as provided by the Health District. In addition to emailing the chains of custody with sample results, KPHD requires that some sample results be provided in electronic format suitable for download into our water quality database. Original chains of custody are to be mailed or delivered to the Health District monthly.

- **Billing Process:** As discussed above, the chain of custody serves as the data report for all bacteria samples. For other parameters, the lab will produce a formal data report which is included with the billing. With each billing, the laboratory will report a total of samples analyzed during the monthly period, and a running year–to- date total. This report will be organized by media (fresh, marine, lake), analysis performed, and billing code. A separate invoice will be prepared for all drinking water analyses.

- **Special Sampling Needs:** A laboratory contact will be available after hours and on weekends as needed to accommodate sample delivery and analysis within holding times, for samples collected in response to public and environmental health emergencies.