



**PROJECT NO. 2025-007  
INVITATION FOR BID**

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

**INSTRUCTIONS**

**PROJECT NAME:** PURCHASE AND INSTALLATION OF A 70 FOOT FREE STANDING RADIO TOWER

Kitsap County Department of Emergency Management (KCDEM) is seeking Bids from qualified Bidders to purchase and install a 70-foot Radio Tower. The County will use federal homeland security grant funds for this purchase.

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

ITEM	DUE DATE & TIME
ISSUANCE OF INVITATION FOR BID	Wednesday January 29, 2025
<input type="checkbox"/> MANDATORY SITE VISIT <input type="checkbox"/> OPTIONAL SITE VISIT	No Site Visit Provided  <u>Site Visit Location:</u>
WRITTEN QUESTIONS DUE	Wednesday, February 12, 2025 @2:00 PM
ADDENDUM ISSUED	Wednesday, February 19, 2025
BID DUE DATE	Wednesday, February 26, 2025 @2:00 PM
ESTIMATED PROJECT START DATE	Upon Contract Execution

**BID OPENING TIME & LOCATION:                    WEDNESDAY, FEBRUARY 26, 2025, AT 2:05 P.M.**

Kitsap County Administration Building  
Commissioners Chambers, 3rd Floor  
619 Division Street  
Port Orchard, Washington 98366

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

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

Physical Address for courier or hand delivery:  
Glen McNeil, Purchasing Supervisor  
Kitsap County Administration Building  
Purchasing Office – Fourth Floor  
619 Division Street  
Port Orchard, WA 98366

Phone: (360) 337-4789  
Email: [Purchasing@co.kitsap.wa.us](mailto:Purchasing@co.kitsap.wa.us)  
[www.kitsapgov.com/das/pages/online-bids.aspx](http://www.kitsapgov.com/das/pages/online-bids.aspx)

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A BID IN RESPONSE TO THIS SOLICITATION, BIDDER AGREES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION. NEGLIGENCE IN PREPARING A BID CONFERS NO RIGHT OF WITHDRAWAL AFTER THE BID'S DUE DATE AND TIME.

TABLE OF CONTENTS

<b>SECTION 1. GENERAL INFORMATION</b>		
1.1	Purpose	4
1.2	Site Visit	4
1.3	Point of Contact, Communication	4
1.4	Questions, Clarification	4
1.5	Liability for Errors	4
1.6	County Right to Withdraw or Amend	4
1.7	Bid Documents, Addenda	4
1.8	Conflicts	4
1.9	Exceptions and Assumptions	4
1.10	Discussions	4
1.11	Price Clarification	4
1.12	Errors and Omissions	4
1.13	Reference Checks	5
1.14	Acceptance Does Not Bind the County	5
1.15	Acceptance Period	5
1.16	Public Records, Confidential/Proprietary Information	5
1.17	Non-Exclusive Contract	5
1.18	No Obligation to Purchase	5
1.19	Conflict of Interest	5
1.20	Gratuities, Kickbacks	5
1.21	Personnel	5
1.22	Minority and Women-Owned Businesses	5
<b>SECTION 2. SUBMITTAL REQUIREMENTS</b>		
2.1	Compliance	6
2.2	Submitting a Bid	6
2.3	Modification to Supplemental Bidder Criteria	6
2.4	Pre-Award Protests	6
2.5	Brand Names, Equivalentents	6
2.6	Delays	6
2.7	Serial Numbers	7
2.8	Descriptive Literature	7
2.9	Test Models/Samples	7
2.10	Preparation Costs	7
2.11	Points Not Addressed	7
2.12	Bid Bond	7
2.13	Bid Forfeiture	7
2.14	Bid Withdrawal	7
<b>SECTION 3. EVALUATION AND CONTRACT AWARD</b>		
3.1	County Right to Reject Bids	7

3.2	Bid Evaluation	7
3.3	Bidder Responsiveness	7
3.4	Bidder Responsibility	7
3.5	Failure to Meet Supplemental Criteria	8
3.6	Award Announcement	8
3.7	Award Protests	8
3.8	Contract Terms	8
<b>SECTION 4. GENERAL PROJECT REQUIREMENTS</b>		
4.1	Prevailing Wage	8
4.2	Contractor's Bond	8
4.3	Price	8
4.4	Fixed Price, 12 Months	9
4.5	Exceptions to Specification	9
<b>SECTION 5. TECHNICAL REQUIREMENTS</b>		
5.1	Bidder Responsibility Criteria	9
5.2	Subcontractor Verification	9
5.3	Supplemental Bidder Responsibility Criteria	9
<b>MANDATORY FORMS</b>		
Exhibit A	Bidder's Certification	
Exhibit B	Exceptions and Assumptions	
Exhibit C	Cost Proposal	
Exhibit D	Bidder References	
Exhibit E	Subcontractor List	
Exhibit F	Subcontractor References	
Exhibit G	Bid Bond	
Exhibit H	Non-Collusion Affidavit	
Exhibit I	Federal Contract Terms	
Exhibit J	Contract	

## SECTION 1 GENERAL INFORMATION

- 1.1 Purpose. The principal items or elements of construction include:
- A. Install a 70-foot free standing radio tower to include the following:
    - 1. Soil sampling shall be performed to determine engineering requirements for tower footing.
    - 2. Constructing the footing for the tower to the engineering specifications of the tower manufacturer.
    - 3. Permitting as required (City of Bremerton, FAA if needed).
    - 4. Installation of the tower
  
  - B. Install antennas on the tower, supplied by the KCDEM, to include the following antennas :
    - 1. Telewave ANT44D 41.5-48MHz Folded Dipole
    - 2. Telewave ANT50D 45-54MHz Folded Dipole
    - 3. Telewave ANT125F2 118-138 MHz Omni Fiberglass Radome, Bottom Mounting
    - 4. Telewave ANT140F2 135-165 MHz Omni Fiberglass Radome, Bottom Mounting
    - 5. Telewave ANT144Y5-WR 138-152 MHz Yagi 5 dBd
    - 6. Telewave ANT220Y7-WR 216-240 MHz Yagi, 5 dBd
    - 7. Telewave ANT750Y5-WR 734-806 MHz Yagi 5 dBd
    - 8. Telewave ANT220K 30MHz-3GHz Wideband Discone 0dBd
    - 9. End Fed Half Wave HF antenna (KCDEM Supplied)
    - 10. Rope Pully at top of tower for dipole antennas (KCDEM Supplied)

Tower vendor shall provide all feedlines, standoffs, supporting hardware, feedline bridge to EOC building, portal for feedlines to enter building, and any other required equipment to make the tower/antenna system fully functional.

- 1.2 Site Visit.  **Mandatory**,  **Optional**,  **No site visit is provided**  
A site visit will be held on the date and location identified on the Face Sheet. To be considered responsive, the bidder must attend the mandatory site visits.
- 1.3 Point of Contact, Communication. The Purchasing Supervisor identified on the face sheet manages this Bid process from beginning to end. All communication, including questions and clarifications, concerning this IFB must be directed via email only to the Purchasing Supervisor at [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov).
- 1.4 Questions, Clarifications. Unless instructions are expressly provided elsewhere in this IFB, any questions or clarifications concerning the subject matter of the IFB document(s) may not be considered unless submitted via e-mail (no phone calls) to the Purchasing Supervisor listed above, a minimum of five (5) business days prior to the Bid due date. All correspondence related to this IFB should refer to the project number and any applicable page(s). Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this IFB or any subsequent contract. Bidders may only rely on written answers issued by the Purchasing Supervisor. Oral communications are unofficial and nonbinding on the County. Contact with other County personnel regarding this IFB is prohibited during the procurement process and may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.
- 1.5 Liability For Errors. The County does not guarantee or warrant the information in this IFB is accurate nor

necessarily comprehensive or exhaustive. Nothing in this IFB is intended to relieve the bidder from forming their own opinions and conclusions concerning the matters addressed herein.

- 1.6 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 the IFB at any time, for any reason or no reason, up to contract execution when it is in the best interests of or advantageous to the County.
- 1.7 Bid Documents, Addenda. Plans, specifications, addenda, and the list of bidders for this project may be viewed online at [www.kitsapgov.com/das/pages/online-bids.aspx](http://www.kitsapgov.com/das/pages/online-bids.aspx). Bidders are responsible for checking for addenda, which will be posted on the County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. The County will issue an addendum if it modifies the IFB or responds to questions. Bidders are to acknowledge receipt of all addenda on the *Bidder Questionnaire* form and submit all signed addenda and completed exhibits with their Bid.
- 1.8 Conflicts. If the terms in this Invitation to Bid conflict, the most restrictive terms will control to the extent allowed by law. If there is any conflict between the addenda or between the addenda and the IFB documents, the document issued last in time will control.
- 1.9 Exceptions and Assumptions. All exceptions and assumptions for this project must be identified on the Exceptions and Assumptions Form, which may result in rejecting the Bid as non-responsive.
- 1.10 Discussions. The County reserves the right to conduct discussions with Bidders to clarify minor irregularities, informalities, or apparent clerical mistakes, thereby determining the responsiveness of the Bid and ensuring the County accurately understands the Bid during its evaluation.
- 1.11 Price Clarifications. The County reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Bidders. Such clarifications will solely provide consistent assumptions from which an accurate cost comparison can be achieved.
- 1.12 Errors and Omissions. The County reserves the right to waive non-material irregularities and/or omissions. The unit price shall govern if the unit price does not compute to the extended total price.
- 1.13 Reference Checks. The County may conduct reference checks to verify and validate a Bidder's past performance. Reference checks indicating poor or failed performance are cause for rejection. The County may also contact other references, in addition to those references provided by a Bidder, when relevant to the project requirements and prospective working relationship with Bidder.
- 1.14 Acceptance Does Not Bind County. Acceptance of a Bid does not bind the County until approved by the appropriate County level of authority and the parties execute a Contract.
- 1.15 Acceptance Period. All accepted Bids shall remain open and may not be withdrawn for 90 days after submission.
- 1.16 Public Records, Confidential/Proprietary Information. All Bids and other materials submitted are County property and subject to release pursuant to the Public Records Act (Act), chapter 42.56 RCW. Bidders are to clearly identify any specific information claimed to be confidential or proprietary in a bid; pricing is not. If the County receives a request to inspect the records clearly identified by Bidder as exempt from disclosure, the COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. THE COUNTY WILL RELEASE THE RECORDS UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER. THE COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF A BIDDER. The County is not liable to Bidder for releasing records marked as exempt.

- 1.17 Non-Exclusive Contract. Any contract resulting from the IFB is not an exclusive service agreement. The County reserves the right to contract with other providers for the same or similar services.
- 1.18 No Obligation to Purchase. The County does not guarantee purchasing a specific quantity or dollar amount. Bids stipulating that the County shall guarantee a specific quantity or dollar amount (e.g., “all-or-none”) will be disqualified.
- 1.19 Conflict of Interest. Bidder shall disclose whether the Bidder is an immediate family member of or engaged in any business enterprise with a County employee or elected or appointed official with authority to award the contract. Such disclosure shall be identified in the Bid proposal in writing.
- 1.20 Gratuities And Kickbacks. Washington law imposes civil and criminal penalties for violating purchasing guidelines, bribes, gratuities, and kickbacks. Bidders 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 IFB.
- 1.21 Personnel. The Bidder must provide adequate experienced personnel capable of and devoted to accomplishing the work to be performed in this IFB. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without the County's written request and approval.
- 1.22 Minority and Women-Owned Businesses. Pursuant to RCW 39.19, it is the policy of the 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, the County reaffirms its commitment to maximize opportunities in public contracting for all contractors, including minority and women-owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in the County and state where cost-effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises.

## SECTION 2 SUBMITTAL REQUIREMENTS

- 2.1 Compliance. Failure to conform to the Bid specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. A complete bid proposal shall include all required forms. All forms must be completed and submitted with signatures as required. Kitsap County reserves the right to award the bid in a manner and on a basis that will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids, the requirements of the Project Specifications herein, the Contract Documents, and applicable procurement law.
- 2.2 Submitting a Bid. Bidders shall submit a Bid in a completely sealed, properly addressed envelope as stated above, with the bidder's name and address and the project's name and number plainly written on the outside of the envelope, to the Purchasing Program Supervisor by the due date and time. Bids received after the due date and time will not be accepted, opened, or evaluated.
- 2.3 Modification to Supplemental Bidder Criteria. A Bidder may request that the County modify the Supplemental Bidder Criteria stated in Section 5 of the Invitation for Bid. In response, the County will evaluate the information submitted by the Bidder and respond before the bid submittal deadline. If the evaluation results in a criteria change, the County will issue an addendum to the IFB identifying the new criteria. A request for modification must be submitted via e-mail (no phone calls) to the Purchasing Supervisor a minimum of five (5) business days prior to the Bid due date. RCW 39.04.350.

- 2.4 Pre-Award Protests. Up to seven (7) business days prior to the bid closing date, a Bidder may file a pre-award protest regarding the terms, conditions, or requirements of the IFB. If the seventh day is a County holiday, the pre-award protest must be received by 4:30 pm the following business day. The pre-award protest shall be deemed received based on the date and time of the email receipt in the county's email system.

Pre-award protests must be submitted in writing via email ([purchasing@kitsap.gov](mailto:purchasing@kitsap.gov)) to the Purchasing Supervisor and include the following: 1) name, address, and phone number of protester; 2) name and number of the IFB; 3) a detailed description of pre-award protest issue and any supporting documentation, including and 4) the specific relief requested. Pre-award protests which do not contain the required information or are not submitted within required timeline will not be considered. The Purchasing Supervisor, in consultation with the department/office overseeing the IFB project, will review the issues presented in the pre-award protest and respond in writing prior to the IFB closing date. If the review results in a change to the terms, conditions, or requirements in the IFB, the County will either issue an addendum identifying the change or withdraw the IFB.

- 2.5 Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers in the IFB are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Options of equal or greater quality, design, or performance may be considered. Bids 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 IFB. The County has the sole authority to accept or reject any like item and may require the bidder to provide additional information and/or samples. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.
- 2.6 Delays. County, at its sole discretion, may delay any or all scheduled due dates indicated on the IFB face sheet if it is advantageous to the County to do so.
- 2.7 Serial Numbers. Offerors that include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered. The County reserves the right to reject any altered equipment at all times.
- 2.8 Descriptive Literature. Proposals shall include complete manufacturer's descriptive literature regarding the equipment, goods, and services proposed to be furnished. Literature shall be sufficiently detailed to enable a full and fair evaluation of the Proposal submitted. Failure to include this information may result in the offer being rejected.
- 2.9 Test Models/Samples. The County may request offerors provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered and intended for delivery. Any product tested and found incapable of meeting the requirements of the IFB specifications will not be considered for a contract award. The County is not responsible for any damages that may occur to any products supplied for testing.
- 2.10 Preparation Costs. The County is not liable for any costs incurred by the bidder in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response and/or samples for IFB, the site visit or any other activities related to responding to this Bid. All such activities are done at the bidder's own expense. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 2.11 Points Not Addressed. Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

- 2.12 Bid Bond. A Bid must be accompanied by a surety bond (bid bond) made payable to the Kitsap County Purchasing Department in an amount equal to five percent (5%) of the amount of the Bid. Should the successful Bidder fail to enter into a contract and furnish a performance bond within ten (10) days after notice of the award, the bid bond shall be forfeited to the County. The bid bond of an unsuccessful Bidder shall be returned after a contract is executed and the County has accepted the successful Bidder's contractor's bond. RCW 36.32.250.
- 2.13 Bond Forfeiture. Should the successful bidder fail to enter into a contract with the County as provided in this IFB and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.
- 2.14 Bid Withdrawal. A Bidder may withdraw its Bid, either personally or by written request, at any time prior to the Bid due date and time. A withdrawn Bid may be resubmitted prior to the Bid due date and time.

### SECTION 3 EVALUATION AND CONTRACT AWARD

- 3.1 County Right to Reject Bids. The County may reject any or all bids for good cause. RCW 32.26.235; RCW 32.36.250.
- 3.2 Bid Evaluation. The evaluation and selection of a Bidder will be based on the information submitted in the Bid. An award will be given to a responsible bidder with the lowest responsive bid. RCW 39.04.350.
- 3.3 Bid Responsiveness. Evaluation and determination of Bid responsiveness shall be based on Bidder's compliance with this IFB, including providing all required documentation by the submittal due date and time and fully responding to the Bid specifications. Bids which do not comply with the Invitation to Bid may be rejected as unresponsive.
- 3.4 Bidder Responsibility. Evaluation and determination of Bidder responsibility shall be based on meeting the Bidder Responsibility Criteria of RCW 39.04.350; meeting the Supplemental Criteria identified in this IFB; and the County's past experience with Bidder.
- 3.5 Failure to Meet Supplemental Criteria. If the County determines a Bidder does not meet the Supplemental Bidder Responsibility Criteria, and is therefore not a responsible Bidder, the County shall notify the Bidder in writing via email with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination by presenting additional information within two (2) full business days of the notice of the determination being sent. The County will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the County will not execute a contract with any other Bidder until two (2) full business days after the Bidder determined to be not responsible has received the final determination. RCW 39.04.350.
- 3.6 Award Announcement. The County Purchasing Division shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. The protest timeframe begins when the County Purchasing Division posts the Award. releases the Award, the protest time frame begins. The protest timeframe begins when the Notice of Award is posted on [www.kitsapgov.com/das/pages/online-bids.aspx](http://www.kitsapgov.com/das/pages/online-bids.aspx), not when a Bidder receives the information.
- 3.7 Award Protests. Protests of awards of public works projects subject to competitive bidding shall comply with RCW 39.04.105. Protests will be submitted in writing via email or postal mail/ courier to the Purchasing Supervisor identified on the Face Sheet. Unless required by law, the County has no obligation to postpone the Contract award pending the resolution of a protest.
- 3.8 Contract Terms. The successful Bidder will be required to execute the Contract as identified in this IFB. Objections to any Contract term must be identified in the Exceptions and Assumptions Form. Failure to



identify an exception on the Exceptions and Assumptions form is considered acceptance. The County reserves the right to add terms and conditions during Contract negotiations. The Contractor must provide required insurance documents, Statement of Intent to pay prevailing wage, and a performance bond along with the signed Contract within ten (10) business days of Notice of Award, unless otherwise specified by the County due to extenuating circumstances. RCW 36.32.250.

#### SECTION 4 GENERAL PROJECT REQUIREMENTS

- 4.1 Prevailing Wage. This project is a Public Work as defined in RCW 39.04.010. The awarded Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour's work in the same trade or occupation in the County. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of this contract: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. The applicable effective date for prevailing wages for this project is the bid submittal date.
- 4.2 Contractor's Bond. Upon entering into a contract with the County, the successful Bidder must provide a contractor's bond (performance bond) for 100 percent (100%) of the total bid price shown in the bid schedule. Bidder must provide the performance bond to the County within ten (10) days after notice of the award. RCW 36.32.250.
- 4.3 Price. Unit prices shown on the Bid shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration. Bids shall include all costs as described and indicated by the specifications. The County is exempt from the Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be identified as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges may be required to provide the goods and services. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from multiple purchase orders, separate packing slips are required.
- 4.4 Fixed Price, 12 Months. The prices shall remain firm for the first twelve months Contract term. If the County elects to extend the Contract, the Contractor can request a rate increase consistent with the Contract terms.
- 4.3 Exceptions to Specifications. Specifications of the materials, services, and/or work bid shall equal or exceed the specifications required herein. All exceptions to these specifications shall identified on the Exceptions and Assumptions Form. Any Bid submitted without exceptions will be required to meet every detail of the project specifications regardless of cost to the successful Bidder. No exceptions that may tend to devalue the equipment or give a Bidder offering a lesser item a distinct advantage will be considered. WHEN "NO EXCEPTIONS" ARE SHOWN, NONE WILL BE ALLOWED.

#### SECTION 5 TECHNICAL REQUIREMENTS

- 5.1 Bidder Responsibility Criteria. The County intends to award a contract to the lowest responsible Bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. RCW 39.04.350.
- A. The Bidder must have the following:
1. A current certificate of registration in compliance with chapter 18.27 RCW, chapter 18.106 RCW, chapter 70.87 RCW, or chapter 19.28 RCW.
  2. A current Washington Unified Business Identifier (UBI) number.
  3. Industrial Insurance (workers' compensation) coverage for Bidder's employees, as required by law.
  4. Washington Employment Security Department number, as required in Title 50 RCW.
  5. Washington Department of Revenue state excise tax registration number, as required in Title 82

RCW.

6. Received training on requirements related to public work and prevailing wage from the Department of Labor and Industries as required by RCW 39.04.350 and RCW 39.06.020.

B. The Bidder must NOT have been:

1. Disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
2. Found out of compliance by the Washington Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of this IFB, for public work projects subject to the apprenticeship utilization requirements in RCW 39.04.320, have been ;
3. Within the three-year period immediately preceding the date of this IFB, have been determined by a final and binding citation and notice of assessment issued by L&I or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

5.2 Subcontractor Verification. The Bidder must verify responsibility criteria for each first-tier subcontractor, and all subcontractors of any tier must verify responsibility criteria for all of their subcontractors. Verification means that each subcontractor meets the responsibility criteria identified in RCW 39.04.350(1) and possesses all licenses required by law when the subcontract is executed. RCW 39.06.020. The Bidder must submit the Bidder Responsibility Criteria Certification form with its bid, demonstrating compliance with these criteria. RCW 39.04.350.

5.2 Supplemental Bidder Responsibility Criteria. Before award, Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder and submit a Bidder Supplemental Responsibility Criteria Certification form demonstrating compliance with these criteria.

- A. Experience. The Bidder must have at least five (5) years of experience as a contractor in this field of work and have satisfactorily completed at least three (3) projects of this nature in the last five (5) years.
- B. Good Standing. The Bidder will not have had any public works contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances, and such circumstances are deemed acceptable to the County.
- C. Disbarment. The Bidder must not be disbarred/excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts. Bidder must not be disbarred/excluded by the County per Kitsap County Code Chapter 4.116.
- D. Delinquent Taxes. The Bidder must not be delinquent on paying state or federal taxes.
- E. Crimes Involving Bidding. The Bidder must not have been convicted of a crime involving bidding during the five (5) year period immediately preceding the bid submittal deadline for this project.
- F. Judgments Against Bidder. The Bidder must not have any adverse judgments during the five (5) year period immediately preceding the Bid submittal deadline for this project.
- G. Subcontractor Verification. The Bidder must verify the supplemental responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the supplemental responsibility criteria for each subcontractor.
- H. References. The Bidder will provide three (3) references from government entities for which the Bidder has or is providing the same or similar goods and/or services as the County's project.



EXHIBIT A  
NO. 2025-070  
RADIO TOWER PURCHASE AND INSTALLATION  
BIDDER'S CERTIFICATION

Purchasing Department  
619 Division St. Ms-7  
Port Orchard, Wa 98366  
Phone: (360) 337-4788

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

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal name</i> )			
Bidder's Trade Names			
Bidder's Street Address:			
Bidder's Website			
Bidder Organization Type: (Check applicable box)	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		
Federal Tax ID No.			
Washington State UBI No.			
State Industrial Acct ID No.			
Name/Title of Bidder's Representative:			
Representative's Address:			
Representatives Phone Nos			
Representative's Email Address:			

Identify all Addenda received by Bidder:	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please identify the individual/agency:	

The bidder certifies that the following is true and correct, agrees, and will comply with it. If the Bidder answers yes to any question below, the Bidder shall submit it with the Bid and an explanation on a separate document.

1. Public Works Contracts—Disqualification. The Bidder has not been disqualified from bidding on a public works contract under RCW 39.06.010 or RCW 39.12.065(3).
2. Apprenticeship Utilization Compliance. The Washington State Apprenticeship and Training Council has not found the Bidder out of compliance for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one year immediately preceding the first date of advertising for Invitation for Bid.
3. Prevailing Wage Training. Bidder has completed the public works and prevailing wage training requirements of the Department of Labor and Industries (L&I) required by RCW 39.04.350, 39.06.020.
4. L&I Citation, Notice of assessment. Bidder has NOT been found to have willfully violated RCW 49.48.082 or any provision of chapters 49.46, 49.48, or 49.52 RCW within three years immediately preceding this IFB.
5. Understanding. Bidder has read and fully understands all of the provisions, requirements, and scope of the IFB (including all exhibits and attachments), the extent local conditions affect the services to be provided, the terms and conditions of the Contract, and any amendments or clarifications to the IFB and agrees to comply with the same. Bidder will make no claim against the County based on ignorance of conditions or misunderstanding of the IFB documents or goods and services provided.
6. Accuracy. The County has made considerable efforts to ensure that the information in the IFB is accurate and complete. However, it does not guarantee or warrant that the data is correct, comprehensive, or exhaustive. Nothing in this IFB is intended to relieve the Bidder from forming its own opinions and conclusions concerning the IFB requirements. Bidder has carefully prepared and reviewed its Bid and certifies its accuracy. The County is not responsible for errors or omissions in Bid preparation.
7. legal consideration. Bidder shall comply with all applicable laws, ordinances, rules, and regulations for the goods and services provided under this IFB.
4. No Collusion or Anti-Competitive Practices. Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or taken any action to restrain free competitive bidding in connection with this IFB. Bidder certifies its Bid and prices were derived independently, without collusion, bid rigging, or any other illegal activity, and without restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to the prices, the intention to submit a bid, or methods or factors used to calculate the prices offered. Bidder has not attempted and will not attempt to induce any other person or firm to submit or not to submit a bid to restrict competition. However, Bidder may join other persons or organizations to present a bid.Firm Offer. The Bidder certifies

that its bid is a firm offer and will not be withdrawn for **60 days** following the bid due date and time. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.

6. Conflict of Interest. Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this IFB or prospective Contract and who was assisting in other than their official, public capacity.
7. No Reimbursement. The County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response and/or samples for this IFB. All such activities are at the Bidder's own expense.
8. Public records. Bidder understands and acknowledges that all bids and other documents submitted to the County in response to this IFB are subject to the Public Records Act (Act), chapter 42.56 RCW.
9. Debarment. Bidder certifies as follows (must check one):  **Yes**,  **No**. Bidder and its principals are NOT currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any governmental entity.
10. Criminal Offense, civil judgment. Bidder certifies as follows (must check one):  **Yes**,  **No**. Bidder and its officers, directors, and managers have not, within the three (3) years preceding this IFB, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for the commission of fraud or a criminal offense in connection with obtaining, attempting to get, or performing a governmental contract; violation of any antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with the commission of any of these offenses.
11. Termination for Default or Cause. Bidder certifies as follows (must check one):  **Yes**,  **No**. Within the three (3) years preceding the IFB date, Bidder has not had one (1) or more government contract terminated for cause or default. If yes, provide a detailed explanation in a separate document.
12. Taxes. Bidder certifies as follows (must check one):  **Yes**,  **No**. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by Bidder and has filed all required returns and reports as applicable.
13. Subcontractors. Bidder certifies that it will be using subcontractors for this project:  **Yes**,  **No**. If subcontractors will be used, identify the services to be provided. Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. The bidder must provide the subcontractor's legal name (including state of organization), business address, and federal tax identification number. Do not provide any social security numbers.
14. References. Bidder certifies that the references provided to the County have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the County. Bidder authorizes the County (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the work and its references to provide the information requested.
15. Required Licenses/Certifications. Bidder certifies that it is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the IFB at the time of the bid and will remain so throughout the Contract term.

16. Authorization. By signing below, Bidder certifies that he/she is an authorized representative of the Bidder; is authorized to submit this bid and make these certifications on behalf of Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_



EXHIBIT B  
No. 2025-007  
RADIO TOWER PURCHASE AND INSTALLATION

Purchasing De  
619 Division  
Port Orchard,  
Phone: (360)

EXCEPTIONS AND ASSUMPTIONS FORM

BIDDER'S NAME: \_\_\_\_\_

<b>Identify All Exceptions and Deviations</b> <i>(check one)</i>					
<u>Exceptions:</u> <input type="checkbox"/> Yes, <input type="checkbox"/> No.   Exceptions have been requested and are all identified below.					
<u>Assumptions:</u> <input type="checkbox"/> Yes, <input type="checkbox"/> No.   All assumptions have been identified.					
<b>BIDDER REQUESTS THE EXCEPTIONS AND/OR ASSUMPTIONS IDENTIFIED BELOW:</b>					
NO	SECTION, PAGE, AND REFERENCE	EXCEPTION OR ASSUMPTION TAKEN	PROVIDE THE BASIS FOR EXCEPTIONS, ASSUMPTIONS	PROPOSED ALTERNATE LANGUAGE	PRICE AND SCHEDULE IMPACT
1.					
2.					
3.					
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17.					

18.					
19.					
20.					

The County does not intend to change the terms and conditions of the IFB unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions or request an exception or assumption may result in a proposal being deemed nonresponsive. Offerors shall identify all exceptions and/or assumptions requested to any terms, conditions, and specifications of the IFB. The exemption/assumption and associated document must be clearly identified in the table below and returned with the proposal. Exceptions or assumptions noted elsewhere in the IFB and not specified on this form are void, will NOT be considered, and may disqualify the offer. All cells below must be completed for each exception and assumption. Unless an exception/assumption has been identified below, Bidder agrees to accept and comply with all terms and conditions in the IFB documents and the resulting contract.


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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_



	<b>EXHIBIT C</b> <b>NO. 2025-007</b> <b>RADIO TOWER PURCHASE AND INSTALLATION</b>	Purchasing Department 619 Division St. MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788
	<b>COST PROPOSAL</b>	

BIDDER'S NAME: \_\_\_\_\_


Complete all worksheets provided below. If necessary, copies of additional sheets may be added. Please provide the total cost for the project as identified in the IFB, to include without limitation all taxes, shipping, and related costs. Bids must include an itemized list of all direct and indirect costs associated with the performance of the Contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time developed to the project, and profit.

Summary Sheet- Project Charges				
Item	Quantity	Description	Unit Cost	Amount
1.	1	70 foot microflex self supporting tower	\$ _____	\$ _____
2.	As Needed	Permits as needed	\$ _____	\$ _____
3.	As Needed	Assembly, prevailing wage applies	\$ _____	\$ _____
4.			\$ _____	\$ _____
		Systems Engineering	\$ _____	\$ _____
		Testing	\$ _____	\$ _____
		Travel Expenses	\$ _____	\$ _____
		Delivery/Handling	\$ _____	\$ _____
		Bonds	\$ _____	\$ _____
		Other _____	\$ _____	\$ _____
		<b>Total Services:</b>	\$ _____	\$ _____
		<b>Discount:</b>	\$ _____	
		<b>TOTAL PROJECT:</b>	\$ _____	

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

**Print Name and Title of Signer:** \_\_\_\_\_

	ATTACHMENT D RFP 2025-007 RADIO TOWER PURCHASE AND INSTALLATION	Purchasing Department 619 Division St., 4 <sup>th</sup> Floor Port Orchard, WA 98366
	BIDDER REFERENCES	

BIDDER'S NAME: \_\_\_\_\_

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

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

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

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

**REFERENCE CHECK RELEASE STATEMENT**

By signing below, Bidder provides authorization to the County to contact the references provided and any other entities to which the Bidder is providing the same or similar service to obtain information about the Bidder for purposes of the solicitation.

Dated this \_\_\_\_ day of \_\_\_\_ 2024

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_



EXHIBIT E  
RFP 2025-007  
RADIO TOWER PURCHASE AND INSTALLATION  
SUBCONTRACTOR LIST

Purchasing Department  
619 Division St., 4<sup>th</sup> Floor  
Port Orchard, WA 98366

BIDDER’S NAME: \_\_\_\_\_

BIDDERS: Provide the following information for all proposed subcontractors that may provide goods and/or services on behalf of the Bidder under this solicitation. Additional pages may be attached if necessary

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Bidder’s Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_



ATTACHMENT F  
RFP 2025-007  
RADIO TOWER PURCHASE AND INSTALLATION  
SUBCONTRACTOR REFERENCES

Purchasing Department  
619 Division St., 4<sup>th</sup> Floor  
Port Orchard, WA 98366

BIDDER'S NAME: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_. For each subcontractor, provide three (3) references that can verify the subcontractor's experience and ability to provide the goods and/or services subcontractor may provide on behalf of Bidder under this solicitation.

Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	

Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	
Complete Primary Address:	
Telephone Number:	E-mail Address:
Project Name:	
Services Provided:	


**REFERENCE CHECK RELEASE STATEMENT**

The County is authorized to contact the references provided above for purposes of this IFB.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2024

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

	<p style="text-align: center;">ATTACHMENT G RFP 2025-007 RADIO TOWER PURCHASE AND INSTALLATION</p>	<p>Purchasing Department 619 Division St., 4<sup>th</sup> Floor Port Orchard, WA 98366</p>
	<p style="text-align: center;">BID BOND</p>	

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, \_\_\_\_\_, (“Principal”) and \_\_\_\_\_, (“Surety”), are jointly and severally held and firmly bound unto the Kitsap County Department of Emergency Management, hereinafter called the Owner, each in the sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) of lawful money of the United States for the payment thereof unto the Owner, the Principal, and Surety jointly and severally bind themselves forever firmly by these presents.

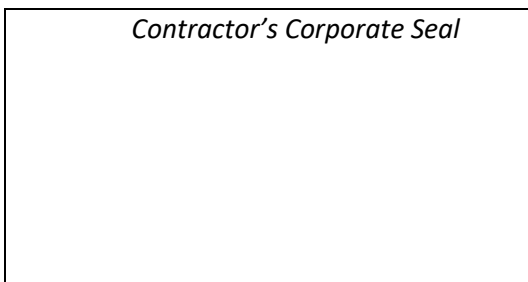
WHEREAS, the Principal is hereby submitting its offer to fulfill the Owner’s contract for the construction of a **RADIO TOWER PURCHASE AND INSTALLATION**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the Bid, enters into, executes, and delivers to the Owner an agreement in the form provided herein complete with evidence of insurance, and if the Principal within the time specified in the bid gives the Performance and Payment Bond on the form provided herein to the Owner, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Owner the sum set forth above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Owner and their respective heirs, executors, administrators, successors, and assigns.


SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2025



\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_

	<p style="text-align: center;">ATTACHMENT H RFP 2025-007 RADIO TOWER PURCHASE AND INSTALLATION</p>	<p>Purchasing Department 619 Division St., 4<sup>th</sup> Floor Port Orchard, WA 98366</p>
	<p style="text-align: center;">NON-COLLUSION AFFIDAVIT</p>	

The undersigned Bidder, being duly sworn, deposes and says that the Bidder, identified below, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this Bid to Kitsap County for its consideration in the award of the contract.

<b>BIDDER AND REPRESENTATIVE INFORMATION</b>	
Legal Name of Bidder: (Provide <i>full legal</i> name)	
Bidder's Street Address:	
Bidder's Phone No.	
Bidder's Washington State Contractor's No.	
Bidder Organization Type: <input type="checkbox"/> Corporation: State Incorporated: <input type="checkbox"/> Limited Liability Company (LLC): State: <input type="checkbox"/> Partnership, <input type="checkbox"/> Sole Proprietor, <input type="checkbox"/> Other	
Name of Bidder's Authorized Signatory	_____ Signature _____ Print Name

STATE OF WASHINGTON)

( \_\_\_\_\_ ) SS.


COUNTY OF KITSAP)

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_ Notary Public in and for the State of Washington, residing at

My Commission Expires: \_\_\_\_\_

	<b>EXHIBIT I</b> <b>No. 2025-0070</b> <b>Radio purchase and installation</b>	<b>Purchasing Department</b> <b>619 Division St., MS-7</b> <b>Port Orchard, WA 98366</b> <b>Phone: (360) 337-4789</b> <b>Purchasing@co.kitsap.wa.us</b>
	<b>FEDERAL CONTRACT TERMS</b>	

To the extent applicable, the following provisions apply to this contract:

1. **FUNDING.** This IFP and any resulting Contract are subject to the terms and conditions in the Washington Military Department Homeland Security Grant Program agreement E23-104 (“22SHSP”), which is incorporated herein in full by reference. The Contractor shall comply with all applicable terms and conditions of 22SHSP.
2. **REMEDIES.** All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:
  - A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:
    1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    2. Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    3. Contractor will not discharge or, in any other manner, discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply when an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
    4. Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Secretary of Labor's rules, regulations, and relevant orders.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued under section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, *Provided*, That if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice



for appropriate legal proceedings.

9. DAVIS-BACON ACT. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

10. COPELAND ANTI-KICKBACK ACT.

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for Unpaid Wages and Liquidated Damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
12. RIGHTS TO INVENTIONS. All materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the County.
13. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.
- A. Clean Air Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
14. DEBARMENT AND SUSPENSION. If this contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Bid is valid and throughout the period of any contract that may arise from this Bid. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
15. PROCUREMENT OF RECOVERED MATERIALS. In contract performance, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the contract performance schedule; ii) meeting contract performance requirements; or iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/mm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. ACCESS TO RECORDS. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the County and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
17. CONTRACT AMENDMENTS. This contract may only be amended upon the mutual written agreement of the parties.
18. DHS SEAL, LOGO, AND FLAGS. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
19. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. Contractor acknowledges that federal grant money will be used to fund all or a portion of the contract. The contractor will comply with all applicable laws, regulations, executive orders, federal policies, procedures, and directives.
20. NO OBLIGATION BY FEDERAL GOVERNMENT. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.
21. PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
22. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

- Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to this certification and disclosure, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_