

PORT OF MOSES LAKE

GRANT COUNTY INTERNATIONAL AIRPORT

MOSES LAKE, WASHINGTON

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

OPENING DATE: _____

PORT OF MOSES LAKE

MOSES LAKE, WASHINGTON

CONTRACT DOCUMENTS

FOR

AIRCRAFT RESCUE AND FIREFIGHTING SERVICES

Consisting of:

CONTRACTOR INFORMATION AND FORMS

CONTRACT FORMS

GRANT COUNTY INTERNATIONAL AIRPORT

MOSES LAKE, WASHINGTON

May 31, 2017

**GRANT COUNTY INTERNATIONAL AIRPORT
AIRCRAFT RESCUE AND FIREFIGHTER SERVICES**

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PART 1 – PROPOSAL INFORMATION AND FORMS

PORT OF MOSES LAKE

(GRANT COUNTY PORT DISTRICT #10)

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received at the Port of Moses Lake, 7810 Andrews St. NE, Suite 200, Moses Lake, Washington, 98837, **until May 31, 2017**, for the following described purposes. All proposals submitted after that time will be rejected and returned unopened.

AIRCRAFT RESCUE AND FIREFIGHTING SERVICES

All proposals received which are in proper form will be opened at the above time and place. At that time, the PORT of Moses Lake may, at its discretion, postpone any such action for a period not to exceed thirty (30) days from the opening, during which period the proposals will be irrevocable and open to public inspection. PORT of Moses Lake may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject any or all proposals for any reason in the PORT's sole discretion, upon a finding by the Port of Moses Lake, that it is in the public interest to do so.

The PROPOSER's name, address, opening date and "Sealed Proposal – ARFF Services" shall be on the outside of the envelope containing such proposal. A copy of the proposal specifications and documents are on file and may be obtained at the PORT of Moses Lake office.

There will be a **pre-proposal conference** held at the Port of Moses Lake Office, 7810 Andrews St. NE, Suite 200, Moses Lake, Washington 98837, on **May 19, 2017, at 10:00 a.m.** Any questions regarding the proposed work are to be directed to Jeffrey Bishop, Executive Director, (509) 762-5363.

PORT OF MOSES LAKE

Rich Mueller
Director of Facilities and Operation
(509) 762-5363

PROPOSAL INFORMATION

For

AIRCRAFT RESCUE AND FIREFIGHTING SERVICE

At the

GRANT COUNTY INTERNATIONAL AIRPORT

PORT OF MOSES LAKE

MOSES LAKE, WASHINGTON

INTRODUCTION

Grant County International Airport (Airport) is owned and operated by the Port of Moses Lake (PORT). The Airport is one of the largest civil aviation Airports in Washington State. Situated along Interstate 90, the Airport is located approximately ten minutes from downtown Moses Lake. Presently there is no commercial service at the Airport.

The Airport is a large flight test and training center serving the Boeing Company, several commercial air-carriers and the U.S. Military. It also serves general aviation and corporate /business travel. Two (2) Fixed Base Operators (FBOs) provide a full range of services including the sale of Avgas and Jet A fuel, major airframe and power plant repairs, aircraft sales, and aircraft rental and charters. Big Bend Community College (BCCC) is also located at the Airport and has both aircraft and helicopter pilot training programs, with aircraft based at the field.

OBJECTIVE AND TERM

The PORT hereby invites Proposals from qualified, experienced firms (PROPOSERS) providing Aircraft Rescue and Firefighting ("ARFF") services at FAR Part 139 Airports. The Proposal is for the award of an ARFF and Airport Support Services Agreement (Agreement) to manage and operate the ARFF facility and equipment and to provide support services at the Airport, pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposals (RFP). The PORT will award the Agreement to the most responsible, qualified, and financially responsive PROPOSER for a term of three (3) years commencing August 1, 2017.

The PORT reserves the right to extend the term of the Agreement, at its option, for up to two additional years.

A draft of the Agreement is attached hereto. Each PROPOSER is instructed to carefully examine the terms of the Draft Agreement. This is the form of agreement that will be offered to the successful PROPOSER. The failure of any PROPOSER to make such an examination shall not constitute grounds for declaration by PROPOSER that it did not understand the ARFF Services Agreement. If any PROPOSER has concerns or exceptions with regard to the contents of the Agreement, it should so state those concerns and exceptions and the rationale therefore in its Proposal. Otherwise, the Agreement will be assumed to be acceptable as written and will not be subject to further negotiation after award.

After the acceptance of a Proposal, this Agreement will be completed by the PORT and forwarded to the selected PROPOSER for execution. The fully executed Agreement shall constitute the complete agreement between the selected PROPOSER and the PORT with respect to the subject matter thereof.

- 1) The proposals shall be legibly prepared with ink or typed. If any amount already entered by a proposal on the Proposal Form is to be altered, it should be crossed out with ink, the new unit price or extension entered above or below and initialed by the PROPOSER, also with ink. The proposal shall be legally signed and the complete address of the PROPOSER given thereon.
- 2) All proposals shall be submitted on the enclosed Proposal Form with all attachments and documents as requested herein, tightly sealed in an opaque envelope and plainly marked ***SEALED PROPOSAL - ARFF SERVICES***.
- 3) Proposals may be withdrawn in person by a PROPOSER or his authorized representative provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposals.
- 4) It is anticipated that an award will be made within thirty (30) days after proposals have been opened, subject to approval by the Port of Moses Lake Commission.
- 5) PROPOSERS are cautioned that any changes, insertions, omissions to the term and conditions, specifications or any other requirement of this Invitation to Proposal/Contract may be considered non-responsive and, at the option of the PORT, may result in rejection of the proposal. Any alternative proposals must be made on a separate sheet of paper.
- 6) A ***pre-proposal meeting*** will be held at ***10:00 am May 19, 2017***, at the Port of Moses Lake 7810 Andrew St. NE, Suite 200, Moses Lake, Washington 98837. All potential PROPOSERS are encouraged to attend this meeting.

- 7) PROPOSER may, at PROPOSER's sole discretion, offer an alternative proposal which they would like the Selection Committee to consider in its determination process.
- 8) The contract will be awarded by the Commissioners based upon the evaluation criteria set forth in the RFP and the recommendation of the Selection Committee. Proposals will be evaluated to identify the *best qualified proposal*. The best qualified proposal is the PROPOSER who has substantially complied with all requirements of the RFP, has the best qualifications to provide the required services, and offers any additional services that will benefit the PORT, and deliver all services promptly and perform reliably at a reasonable cost to the PORT.
- 9) The PORT is not liable for any cost incurred by the PROPOSERS in replying to this RFP. The PORT reserves the right to accept or reject any or all proposals and to waive technicalities or irregularities in any proposal or part thereof deemed to be in the best interest of PORT and to reject any or all proposals for any reason in the PORT's sole discretion, upon a finding by the PORT, that it is in the public interest to do so.
- 10) The PORT reserves the right to postpone the proposal opening for its own convenience. PROPOSERS will be notified, in writing, of any such postponement and/or any changes in specifications, in the most reasonable time available.
- 11) PROPOSERS shall furnish with their proposal, a certification that the requirements stipulated within 49 CFR 1542, pertaining to employee background checks will be complied with. The provisions of the security requirements must be maintained throughout the term of the contract for all employees (new or otherwise) assigned to the Airport.
- 12) The PORT has the right to review, evaluate or interview PROPOSERS to gather additional information/data necessary to assist in the selection process.

CONTRACT PRICE

ALL-INCLUSIVE

CONTRACTOR shall provide the following:

- Training materials
 - Medical examinations
 - Drug tests
 - Hepatitis immunizations
 - Live fire training
 - EMT refresher/First Responder Trng
 - 40 hours of on-site training for new employees
 - Liability insurance
 - Performance bond
 - Office supplies
 - Uniforms
 - Kitchen utensils and cookware
 - CPR certifications
 - Vacuum cleaner
 - Television set
 - Fax machine
 - VCR/DVD
 - Housekeeping supplies
 - Pager rentals
 - Bedding supplies and linens
 - Professional service insurance
 - Medical insurance program
 - Miscellaneous set-up costs
 - Inspection trips by corporate personnel
 - Miscellaneous items
 - Blood-borne pathogen program
 - Office equipment
 - Telephone and ISP service
 - Vehicle comprehensive insurance
 - Advanced ARFF training on annual basis for all personnel per contract
 - Item 11.4
 - Copier
 - Janitorial Service
 - All Utility Costs
- CONTRACTOR will be responsible for maintenance, repairs, and replacement of any and all PORT owned tools, equipment, furniture and appliances.

GENERAL PROVISIONS

AIRCRAFT RESCUE AND FIREFIGHTING SERVICES

GRANT COUNTY INTERNATIONAL AIRPORT

PORT OF MOSES LAKE

MOSES LAKE, WASHINGTON

1) Specifications of Services to be Performed by the CONTRACTOR:

- A. The Airport currently operates as an Index D Airport. The Airport is certified and meets the Federal Aviation Regulation Part 139 Aircraft Rescue and Firefighting (ARFF) certification with service provided 24 hours each day.
- B. The CONTRACTOR will be required to provide personnel who are trained in accordance with the contract documents or can be trained before commencement of the Agreement, to maintain the Airport's qualification for Certification under Federal Aviation Regulation Part 139, and all regulations as they now exist or may be hereinafter amended, are made a part of this contract.
- C. The CONTRACTOR must have 5 years of previous experience working under the requirements of the Federal Service Contracts Act. Wages must comply with the most current Federal Wage Determination for Washington State, Grant County, Occupation Code 27070 – Fire Fighter or a current copy of your Collective Bargaining Agreement must be provided.

2) Investigation of Conditions:

The submission of a Proposal shall be considered evidence that the CONTRACTOR has satisfied himself concerning all the conditions related to the same and has ascertained, either by inspection, investigation, measurement or otherwise all circumstances, procedures and requirements affecting the conduct of ARFF Service. The CONTRACTOR shall be conclusively presumed to have read and become familiar with all general information, specifications and attached information, and no claim for adjustment of the provisions of the contract to be awarded shall be honored on the ground that the bidders were not fully informed as to the conditions which exist.

3) Indemnification:

- A. The CONTRACTOR will accept the full responsibility for and shall defend, indemnify and hold harmless the PORT, its elected officials, officers, employees and agents from all claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this Contract as well as for any claims made

by or on behalf of CONTRACTOR's agents, servants, and/or employees arising out of their employment or work pertaining to the operations under this Contract; moreover, CONTRACTOR shall at all times defend, indemnify and hold the PORT, its elected officials, officers, employees and agents harmless from and against any and all liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, arising out of or in connection with the execution or performance of this Contract. CONTRACTOR will be an independent CONTRACTOR at all times and in every respect and not the agent of the PORT or of the Airport. Nothing contained herein and no direction or notification from the PORT to CONTRACTOR shall be construed so as to create a partnership, joint venture or agency relationship between the parties hereto.

- B. Punitive fines, issued by the Federal Aviation Administration for violations of FAR's accrued to the Airport, shall be thoroughly investigated by the PORT. Upon those instances found to be based upon the negligence or error of the CONTRACTOR and/or its employees, for any reason, said fines shall be assessed to the CONTRACTOR without limitation and shall be paid to the PORT, in full, within thirty (30) days of notification of CONTRACTOR by PORT.

4) Insurance Requirements.

The CONTRACTOR shall purchase and maintain during the term of the Agreement such insurance as will protect said CONTRACTOR, the Airport, the PORT, its elected officials, officers, employees and agents, as well as claims for property damage which may arise or be alleged to have arisen from CONTRACTOR's activities in connection with the execution of this Contract, whether such activities be of CONTRACTOR, CONTRACTOR's agent, or of anyone employed by CONTRACTOR; the types of insurance coverage as well as the amounts of such coverage shall be as follows:

- A. Commercial General Liability. Subject to the following combined single limits per occurrence: \$5,000,000 each occurrence / \$5,000,000 aggregate.
- B. Automobile Liability. Subject to the following combined single limits per occurrence: \$5,000,000 each occurrence.
- C. Worker's Compensation and Social Security. CONTRACTOR shall, upon request, furnish to the Port adequate evidence of provisions for Workers' Compensation Insurance, Social Security and Unemployment Compensation to the extent such provisions are applicable to the CONTRACTOR's operations in performance of the Original Agreement and Modification. Upon request by the Port, the CONTRACTOR shall also furnish evidence that it is complying with Worker's Compensation, Social Security and Unemployment Compensation laws and regulations.
- D. Within ten (10) days after the acceptance of the contract by the PORT, CONTRACTOR shall deliver certificates to show the PORT, its officials, officers, employees and agents as additional named insured and with an endorsement prohibiting cancellation without providing a thirty (30) day written notice to the PORT. Said Certificates of Insurance shall be on file with the PORT at all times

thereafter during the term of the Contract.

- E. Failure of the CONTRACTOR to provide the certificate of insurance or receipt by the PORT of a notice of cancellation of the insurance policy(ies) by the CONTRACTOR's insurance company(ies) shall constitute a material breach of contract and this Contract may be terminated.

5) Nondiscrimination:

Parties to this Contract may not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age or sex.

6) Compensation.

After each month's performance, payment shall be made to the CONTRACTOR. Payments shall be made in twelve (12) equal monthly installments. Other than the yearly base contract cost, there shall be no other compensation paid to the CONTRACTOR.

7) Dispute Resolution.

The parties agree to try to resolve any disputes by negotiation or mediation before resorting to litigation.

SPECIAL PROVISIONS

AIRCRAFT RESCUE AND FIREFIGHTING SERVICES

Grant County International Airport

PORT OF MOSES LAKE

MOSES LAKE, WASHINGTON

1) **ITEMS PROPOSERS MUST SUBMIT WITH THEIR BID:**

- A. Statement of Qualifications and Experience, ARFF.
- B. “Operating Plan”. PROPOSER shall establish and maintain an Aircraft Rescue and Fire Fighting Plan (Plan); the Plan shall describe the methods of compliance with the Agreement. This Plan must be submitted as part of the proposal incorporating details in response to elements outlined below. *At the time of the award of the Agreement, the selected PROPOSER shall submit a final Plan for the PORT to review and approve.* Proposed changes to the Final Plan during the term of the Agreement are to be transmitted to the Executive Director for review and approval. *The Plan shall include, but not be limited to, the following:*
 - 1. Management and personnel policies, i.e., hiring, salary structure, promotional practices, benefit packages, leave request and disciplinary procedures.
 - 2. Personnel assignment descriptions and schedule.
 - 3. Emergency Response Procedures, a detailed description of standard operating procedures for emergency response and implementation.
 - 4. Training, a description of all initial and periodic training to be provided by the selected PROPOSER to its personnel, including examples of exams verifying knowledge of necessary elements of fire safety practices. Such training shall comply with the requisite requirements of FAR Part 139 and follow the guidance in AC 150/5210-17; “Programs for Training of Aircraft Rescue and Firefighting Personnel”. The selected PROPOSER shall be responsible for and shall conduct all training and continued qualification of all ARFF personnel throughout the term of this Agreement.
 - 5. Reports, copies of all reports utilized by PROPOSER for compliance and personnel assignment and completion documentation.

6. Inspections. Selected PROPOSER shall identify an inspection system covering all agreement requirements and services as identified herein and related contractual documents. This system shall stipulate scheduled and unscheduled inspections, how often and in what manner the inspections will be accomplished, the name and rank of personnel who will perform the inspections, recording method and quality assurance program. PROPOSER shall develop standard operating inspection procedures of equipment and safety devices.
 7. Corrective Action Procedures, procedures which will be used by the selected PROPOSER to respond to, and correct deficiencies in service which have been identified by the Executive Director.
- C. “Statement of Financial Condition” form must be completed and returned with the bid package.
- D. A narrative statement providing the following information:
1. Evidence that the PROPOSER is capable of performance as required in these contract documents.
 2. History of the firm including number of years in operation providing ARFF services, or type of experience including number of years that would qualify the PROPOSER for contract.
 3. Evidence that the PROPOSER possesses the managerial and financial capabilities to perform all phases of the work called for in the contract documents.
 4. Such additional information as the PROPOSER wishes to present to show that the PROPOSER is adequately prepared to fulfill the contract.
 5. Proposed wages for each classification of ARFF personnel during the three (3) year contract, with an option by the PORT to extend for an additional two (2) years, shall be included in the Proposal Form and any additional proposed wages for extension period.

2) **EVALUATION OF PROPOSALS:**

- A. The evaluation and selection of a firm will be based on the information submitted in the PROPOSER's proposal plus oral presentations, other references and supplemental information.
- B. A Selection Committee has been established to evaluate the proposals and make a recommendation for award.
- C. The Committee may consist of the Director of Facilities and Operations and other PORT staff.
- D. PROPOSERS may be required to make oral presentations.

3) **PREPARING AND SUBMITTING PROPOSAL:**

- A. General Instructions. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.
- B. Elaborate Proposals: e.g. expensive art work beyond that which is sufficient to present a complete and effective proposal is not necessary.
- C. Alternate Proposal. PROPOSERS may submit an alternate proposal or *creative cost-saving alternative* which meets minimum requirements and specifications of this RFP. Indicate such on the Proposal. PROPOSERS may submit more than one Proposal.
- D. Response Submissions. A minimum of six (6) copies of Proposal to:

PORT of Moses Lake
ATTN: Director of Facilities and Operations
7810 Andrews St. NE, Suite 200
Moses Lake, Washington 98837-3204

By: May 31, 2017.

Proposals which are not submitted on time will not be accepted.

- E. The PORT Selection Committee will make its recommendation to the Commissioners.
- F. The PORT may request the submission of additional information to assist in the evaluation of the proposals, and the PROPOSERS will be expected to cooperate fully with such a request.
- G. The PORT reserves the right to waive any irregularities in any proposals; to reject any or all proposals for any reason in the PORT's sole discretion, upon a finding by the PORT, that it is in the public's interest to do so; to re-advertise for proposals, if desired; and to accept the proposal which, in the judgment of the PORT, even though it does not offer the lowest direct financial cost, is nevertheless deemed the most advantageous for the public and the PORT. Any proposal which is incomplete has conditions which are obscure, or which contain additions not called for, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful firm, or his refusal to enter into a contract with the PORT, the PORT reserves the right to accept the proposal of the next most responsible firm, in its judgment, without the necessity of re-advertisement.

4) **AGREEMENT TERM:**

- A. The term of the Agreement shall be from August 1, 2017 through July 31, 2020 with the option of extending two (2) additional years, at the discretion of the PORT.
- B. The PROPOSER (CONTRACTOR) shall present an annual contract amount for each year of the three (3) year period and additional two (2) year option on the Proposal Form.
- C. In the event the Federal Aviation Administration (FAA) discontinues ARFF requirements, the Agreement may be canceled immediately by the PORT upon written notice to the CONTRACTOR with no further liability to the CONTRACTOR on the part of the PORT.
- D. In the event the FAA modifies the requirement for ARFF service, the Agreement may be modified accordingly with particular respect to number of personnel and hours of service.
- E. Failure of the CONTRACTOR to perform services at a level commensurate with the most current standards imposed by Federal law, or violations of the terms of this contract, shall constitute grounds for termination on notice.

5) **MAINTENANCE OF SERVICE:**

Neither CONTRACTOR nor its employees shall hinder, delay, limit, or suspend the continuity of the Airport's function, operation, or service in any manner that would invalidate the Airport Operating Certificate. The CONTRACTOR shall not in any manner coerce, intimidate, instigate, endure, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone or encourage any employee to participate in any strike, slowdown, mass resignation, mass absenteeism or any type of concerted work stoppage. In the event any of the above-described actions occur, the CONTRACTOR shall be obligated to maintain ARFF services which are the subject of this Agreement.

6) **HOURS OF OPERATION:**

The CONTRACTOR shall have qualified personnel on duty seven (7) days a week, twenty-four (24) hours a day.

7) **EMPLOYMENT OF EXISTING ARFF PERSONNEL:**

- A. If the CONTRACTOR must hire additional personnel to meet the manpower requirements stated in Special Provision No. 5, the CONTRACTOR agrees to first offer employment to the existing ARFF personnel employed at the Airport, provided they meet the standard employment minimum qualifications of the CONTRACTOR.
- B. The employment shall be on an active duty status, full time. The employee shall have ten (10) days to accept the offer of employment. It is understood by the PORT that employment of the personnel will be under the terms and conditions of the CONTRACTORs usual agreement for employment used in connection with his business.

8) **PERSONNEL REQUIREMENTS AND STAFFING:**

A. Staffing

The CONTRACTOR is responsible to provide coverage 24-hours a day, 7-days a week with one Supervisor and two Driver/Operators on shift at all times.

The CONTRACTOR shall also provide such additional qualified personnel as required to comply with the Washington Revised Statutes concerning fire personnel during periods of employee vacation, sick leave, etc. and if the FAA index is upgraded/downgraded per FAR 139 to another Index.

PROPOSAL

TO: PORT of Moses Lake

In compliance with your Request for Proposals for ARFF services at the Grant County International Airport, Moses Lake, Washington and subject to all conditions thereof, the undersigned proposes to conduct an operation which complies with the highest commercial standards in the industry.

The undersigned declares that all of the documents in the Request for Proposal have been examined and that PROPOSER has fully familiarized himself with all the bid documents, General and Special Provisions, terms and conditions of the Invitation to Submit a Proposal and the Agreement, and if this proposal is accepted, the PROPOSER will contract with the Commissioners of the PORT of Moses Lake to furnish the items as specified in the manner and time prescribed in the agreement documents.

The undersigned agrees that all rules and regulations at the federal, state, and local levels which may directly or indirectly affect the performance of the agreement shall be complied with in all phases of the work performed therein.

The undersigned declares this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made subject to all terms and conditions of the agreement documents.

The undersigned hereby agrees to furnish ARFF Services at the Airport, for the period of August 1, 2017 through July 31, 2020, with an additional two-year option period, at the following annual amounts:

August 1, 2017 through July 31, 2018 = \$ _____

August 1, 2018 through July 31, 2019 = \$ _____

August 1, 2019 through July 31, 2020 = \$ _____

TOTAL FOR CONTRACT TERM = \$ _____

OPTION TERM

August 1, 2020 through July 31, 2021 = \$ _____

August 1, 2021 through July 31, 2022 = \$ _____

TOTAL FOR OPTION TERM = \$ _____

Company Name

Signature

Title

Address

City, State, Zip

Telephone

Date

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

**PORT OF MOSES LAKE
AT
GRANT COUNTY INTERNATIONAL AIRPORT**

General Information:

1) Name of CONTRACTOR

Address _____

City _____

State _____

Zip _____

Phone _____

Fax _____

2) Date of Incorporation: _____ In What State: _____

3) Number of years CONTRACTOR has provided Airport ARFF Services: ____

4) Number of years CONTRACTOR has operated under the Federal Contract Services Act: _____

5) Names and experience of key personnel as listed:

President: _____

Vice President: _____

Treasurer/Vice President: _____

Secretary: _____

Controller: _____

6) Total number of office personnel: _____

Total number of other personnel: _____

7) Total number of Airport ARFF or Firefighting Facilities operated: _____

8) List Banking References:

9) List Bonding Company: _____

10) Bonding Limit: _____

PORT OF MOSES LAKE
CONTRACTOR CERTIFICATE

****THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED****
****FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION****

“A CONTRACTOR who contracts with a public contracting agency shall not discriminate against minority, women, or emerging small business enterprises in the awarding of subcontracts. The CONTRACTOR shall certify as part of the bid documents accompanying the bid on a public contract that the CONTRACTOR has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.”

CHECK ONE: Bidder has has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

"In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder"....

"Nonresident bidder" means a bidder who is not a "resident bidder" as defined...."

CHECK ONE: Bidder is: Resident bidder Nonresident bidder

If a resident bidder, enter your Washington business address:

If a nonresident bidder, enter state of residency: _____

BIDDER CERTIFIES UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE.

Signature: _____

Name (Print or Type):

Title: _____

Firm: _____

Telephone: _____

Date: _____

PART 2 B CONTRACT FORMS