

City of Kelso

HVAC Services Contract

Request for Proposal



Due: March 4, 2025 - 10:00 am
2nd Fl. City Hall
203 S. Pacific Ave. Kelso, WA 98626
DELIVER BIDS TO THE ADDRESS ABOVE

The City of Kelso is requesting proposals for a services contract of the HVAC systems throughout the City's buildings for an initial period of three years from April 1, 2025 to March 30, 2028, with the option for two one-year renewal periods.

All proposals must be submitted on the regular form furnished with the specifications in a sealed envelope clearly marked with the name of the bidder, the name of the RFP, and the date and time of the bid opening. Each bid must be accompanied by a bid proposal deposit in the form of a certified check or bidder's bond made payable to the City of Kelso in an amount not less than five percent (5%) of the total bid and shall not be conditioned in any way to modify the minimum five percent (5%) required. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Kelso.

The City of Kelso in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, national origin, or sex in consideration for an award.

The City of Kelso reserves the right to reject any or all bids, waive informalities or irregularities and to accept any bid for the project, which appears to serve the best interest of the City.

Pre-Bid Site Visit

In order to fully understand the City's needs, Prospective Bidders are strongly encouraged to attend the following site visit. The submission of a bid shall constitute an acknowledgement up on which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any

contract obligations. No claim for additional compensation will be allowed which is based upon this lack of knowledge.

Date/Time: Wednesday, February 26, 2025 @ 10 am

Location: Kelso City Hall
203 S. Pacific Ave. (2nd Floor)
Kelso, WA 98626

Contact: Jason Gorans (360) 957-6872 or jgorans@kelso.gov

The site visit will include the Kelso City Hall, Train Depot, Senior Center, Operations Shop, and Library. The site visit is anticipated to take two hours.

Bidder Responsibility

Responsible bidders, as defined in RCW 39.04.010 and 39.04.350, must meet the following criteria:

- Be a registered contractor
- Have a current Unified Business Identifier (UBI) number
- Have industrial insurance/workers' comp coverage
- Have an Employment Security Department (ESD) account
- Have a state excise tax registration number
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065(3)
- Not have any apprenticeship violations, if applicable
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to RCW 49.48.082 within the past three years.
- Have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. (See ESSHB 1673.) However, bidders that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.

Subcontractor Responsibility

The Awarded Contractor shall include the language of this section in each of its first-tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Awarded Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.

- Have a current Washington State Unified Business Identifier (UBI) number.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
 - Have an electrical contractor license, if required by Chapter 19.28 RCW;
 - Have an elevator contractor license, if required by Chapter 70.87 RCW;
 - Not be disqualified from bidder on any public works contract under RCW 39.06.010 or 39.12.065(3).

Prevailing Wages

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 Cowlitz 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. A copy of the applicable prevailing wage rates are also available for viewing at the offices of the City, located at Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries.

Contractor is responsible for filing forms pursuant to L&I requirements. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve month period of the contract.

The City shall adjust the prevailing wages (hourly wage rates and fringe benefits) annually. In order to calculate the change in prevailing wages due to the Awarded Contractor, the Awarded Contractor shall provide to the City a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits).

Service Company Qualifications

The following requirements shall be provided in the prospectus and considered as the minimum standards for a service company to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

1. A period of ten (10) years' experience in the performance of HVAC maintenance as specified shall be considered a minimum.
2. A minimum of two (2) local service personnel employed by the service company shall be a resident in an area within a maximum of thirty (30) mile radius of the facility to be serviced. A résumé for those who will work on the proposed system must be provided.
3. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the service company. Subcontracting portions of the system or services requested in this specification shall not be allowed without prior consent.
4. The service company shall provide a minimum of four (4) references within 35 miles of the owner's facility, for which services are presently being provided as outlined within this specification. Include reference contact information as well as size and scope of contract.
5. The service company shall submit, with its proposal, data that indicates the use of a uniform and detailed method by which preventative maintenance tasks are defined, scheduled, recorded, updated, and processed. The service company's preventative maintenance program shall be computer generated, based on run time, manufacturer's recommendations, and a historical data bank of similar equipment.
6. As part of this proposal, the service company shall submit for evaluation a comprehensive and detailed technical and business prospectus, descriptively outlining the ability to adequately and satisfactorily perform the services as requested in this specification.

Equipment Maintenance Service

Equipment Included:

The specific quantities, sizes, and model numbers of the major pieces of equipment shall be listed separately on the Equipment List attached.

The preventative maintenance and the responsibility of the service company shall not be limited only to these major pieces of equipment as shown on the Equipment List, but shall also include all appurtenant devices and systems as listed below that are related to the heating, ventilating, and air conditioning system, unless specifically excluded herein.

Heating System

Boilers, burners, furnaces, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, etc.

Cooling System

Air conditioning compressor(s), evaporative condensers, air cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, etc.

Air Handling System

Fans, motors, air grilles, plenums, registers, air filters, economizer dampers/motors, ductwork, fan coil units, etc.

Temperature Control System

Thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, air compressor (for pneumatic control systems).

Miscellaneous Equipment

Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motor, check valves, refrigerant piping and piping insulation, refrigerant, etc.

Equipment Not Included:

Excluded items shall be considered as: foundations, structural supports, main power to the equipment disconnect, and oil storage tanks.

VAV and Fan Powered Boxes and their associated thermostats are not excluded from coverage under this specification.

Services Included:

The general services listed below shall apply to the systems and equipment as shown on the Equipment List and as described in the section entitled Equipment Covered.

- Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- Paint all equipment as needed to prevent and protect against corrosion and deterioration.
- Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.

- Provide regular, on-site test of the general indoor air quality throughout the facility. Data collected should be used for proactive indoor air quality adjustments.
- Clean interior of system(s) ductwork.
- Provide detailed site mapping that outline equipment and operating controller locations, and unique unit identification numbers.
- Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

Parts Replacement

- All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.
- When equipment or parts are replaced in their entirety and a new design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- All repair and replacement parts, components, and devices for the mechanical systems and equipment as listed, up to and including entire system replacement, shall be included in the cost of the service program.
- All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the service company and shall be included in the cost of the service program (belts, valve packings, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).
- The service company shall not be made responsible for repairs or replacement necessitated by reason of negligence or misuse of the equipment by other than the service company, or by reason of any other cause beyond the control of the service company, except ordinary wear and tear.
- The service company shall be available, at no additional charge, for consultation of minor design and equipment changes and modifications of automatic temperature control scheduling and setpoint adjustments. The service company shall be expected to recommend energy saving modifications and low cost-no cost modifications and operating procedure changes to the owner.

Additional Services

For other additional services that apply to this equipment maintenance section, refer to the following sections:

- Maintenance Procedures and Records
- Preventive Maintenance and Emergency Service

Air Filtration System

- Only Pleated Extended Surface Air filters shall be used at the facility.
- Installation of appropriate filter size per manufacturer's recommendations and actual field requirements.

- Filters to have an average atmospheric dust spot efficiency range of 25-30% per ASHRAE Standard 52.1 test methods.
- Operating velocity range must be from 0 to 500 fpm for 1 inch and 2-inch filters.
- Filters must have 10 to 15 pleats per lineal foot.
- Average arrestance must be minimum 90%-95%
- The service company shall provide, install and regularly change all air filters at a frequency dictated by dirt conditions but no less than 4 times per year.
- Service company is responsible for off-site disposal of filters.

Maintenance Procedures and Records

- The service company shall utilize computer generated preventative maintenance directions which indicate task, functions to be performed on each scheduled service call as determined by calendar periods, operating hours (run-time), manufacturer's recommendations, and historical data bank as pertinent to each task.
- As work is due, the service company shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
- The service company's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventative maintenance frequencies.
- During the course of the service program the service company shall advise and assist in the determination of improvements to the mechanical system that shall conserve energy and minimize utility expenditures.

Preventative Maintenance and Emergency Service Calls

The service company shall schedule and perform the preventative maintenance services on no less than a quarterly basis.

- After each service call a service report shall be provided to the on-site contact detailing work accomplished.
- Scheduled service calls shall include the system start-up and the system shut-down for the appropriate season.

The services company shall provide emergency service on a required basis. Emergency service shall be considered as calls in addition to the scheduled preventative maintenance calls.

- All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such a call shall be provided by the service company and shall be included in the cost of the service program.
- This emergency service shall be provided as often as needed on a 24-hour basis with weekends and legal holidays included.
- The service company shall be capable of responding to an emergency situation and be on-site within one hour.

- Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answer/recording machines or home telephone numbers are not acceptable.

Service Performance Guarantees

Performance Review

- The owner's agent may review, at any time, the services provided and reports submitted to verify that preventative maintenance is, in fact, being properly and adequately performed. Any lack of maintenance services shall be submitted to the service company in writing for correction.
- For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the service company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

Equipment and Location List

The owner assumes the system(s) being quoted is (are) in maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for owner's approval. Should the owner not authorize the repairs or service, the contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the monthly rate accordingly or cancel this agreement.

The following equipment and locations shall be included:

Kelso Water Treatment Plant (710 S. 1st Ave)

- 1-Carrier 2-ton capacity ductless split system
- 1-Modine 30,000 BTUH capacity unit heater
- 2-Rheem domestic hot water heaters
- 1-Greenheck gas fired make up air unit

Catlin Hall Senior Center (106 NW 8th Ave)

- 1-140,000 BTU gas furnace
- 1- Mitsubishi split system model MXZ-3C30NA4 Mfg. 2024
- 1-Carrier AC Unit, model 24ABB360A3401-Mitsubishi split system model PUZ-A18NKA7 Mfg. 2024

Public Library (351 Three Rivers Mall Drive)

- 1-Trane rooftop package HVAC unit
- 1- Trane 25-ton rooftop package HVAC unit Mfg. 9-2024
- 2 -Carrier rooftop packaged HVAC units

Kelso Train Depot (501 S. 1st Ave)

- 1-Carrier 7.5-ton capacity split system
- 1-Reznor gas furnace
- 1-Carrier 20 ton packaged HVAC unit
- 1-King electric furnace

Kelso Public Works Shops (2300 Parrott Way)

- 1-Trane 4-ton capacity outdoor heat pump, mfg. 10/2022
- 2-Reznor gas fired unit heater model UEAS-180 mfg. 2019
- 1-Cook SNQ-B fan units
- 1-Brash digital control panel
- 4-Ruskin control dampers

City Hall (203 S. Pacific Ave)

System Component	Manufacturer	Model	Rating	Location
HW Boiler	AO Smith	BTH250A970	5 Bir HP	Mech. Room
Hot Water Recirc. Pump 1	Taco	006-B4	0.12HP	Mech. Room
Package Unit ACU-1	Trane	YSC120H4RLA29P71A1A0000701		Roof: Council
Package VAV Unit ACU-2	Trane	C22D03739		Roof: Police
Package VAV Unit AVU-3	Trane	C22D03721		Roof: Offices
Split System ACU-4	Trane	YSD150G4RLC58S6		Roof: Lobby
Split System ACU-5	Compu-Aire	MTA-212		Roof: Server
Split System ACU-6	Mitsubishi	MU12TN		Roof: Elevator
Exhaust Fan 1	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 2	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 3	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 4	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 5	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 6	Penn	Ventilator DS16B	0.5HP	Roof
Exhaust Fan 7	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 8	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 9	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 10	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 11	Penn	Ventilator DS06B	0.25HP	Roof
Exhaust Fan 12	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 13	Penn	Ventilator DS11B	0.25HP	Roof
Exhaust Fan 14	Penn	Ventilator DS08B	0.25HP	Roof
Exhaust Fan 16	Penn	Ventilator DS11B	0.25HP	Roof

Also included are the unitary operating and safety controls related to the equipment list above.

Maintenance Detail Summary

Preventative Maintenance services shall be provided by the service company on all equipment and associated devices related to the HVAC systems as outlined within the specifications. The service company shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined below.

Filters

Filters will be provided and installed four times a year (one time for control boxes) by the contractor

Mechanical Service (twice a year)

Bi-annual comprehensive inspection of covered equipment will be scheduled automatically. The recommended levels of service suggested by most manufacturers will be performed in order to keep any available warranties in place.

Inspections will include but are not limited to:

- Check thermostat and safety controls for proper operation
- Inspect and tighten the internal electrical connections; replace relays and contactors as needed.
- Check motors for proper voltage and amperage.
- Check compressors for proper voltage and amperage.
- Lubricate motor, fan, and blower bearings annually.
- Blower cleanings performed as needed.
- Inspect and lubricate Economizer/OSA louvers, actuators and controls for proper operation and energy conservation. OSA filters cleaned as needed.
- Examine belt and pulleys. Adjust or replace belts and pulleys as needed.
- Inspect the indoor and outdoor coils; perform light cleaning by brush if necessary.
- Deep chemical coil cleaning will be provided as necessary.
- Visually check refrigeration circuit for proper refrigerant charge level.
- Refrigerant leak searches performed when necessary.
- Perform carbon monoxide leak detection test.
- Evaluate the operation of gas heating sector. Check reversing valves, changeover operation and strip heat as required (Spring/Fall visits)
- Check and clean condensate pan and condensate pumps.
- Access condenser fan blade and guard integrity.
- Check crankcase heaters as required.
- Analyze the overall integrity and operational condition of the unit.
- Submit notification of any abnormal system conditions.
- Check and record temperature rise.
- Check flame color and quality.

Spring Biocide Treatment

- Annual biocide treatment will be provided to minimize the likelihood of mold and bacteria growth within the air handlers.

Planned Maintenance (Program Components)

- Comprehensive mechanical service (2x/yr.)
- Belts replaced as needed
- Pulleys replaced as needed
- Contactors and replays replaced as needed
- Annual biocide treatment (once a year)
- Duct heater maintenance (32 in City Hall, 5 in Train Depot)
- Chemical coil and blower cleanings as needed
- Refrigerant leak check as needed
- 10% PM discount on repair parts
- Priority scheduling
- 24/7 Emergency service available
- A system report checklist (2x/yr)

Additional Terms and Conditions

- While on site, contractor will be preauthorized to perform repairs up to a limit of \$750.00 billable above the agreement price. NOTE: This preauthorized amount will allow the technician to complete small repairs while on site during the PM visit.
- Parts and labor beyond the scope of this proposal will be billed in addition and with mark up as bid on proposal form. No additional work will be performed without pre authorization.
- Payment for this agreement will be net upon receipt of invoice.
- This service contract shall remain in effect from year to year or until canceled by either party upon 30 day written notice.
- City will receive priority scheduling.
- The service company shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required within this specification, due to failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
- It is the intention of this specification to establish and define those services that are to be performed and, in addition, to determine the capability and experience of the service company desiring to provide such services.

Proposal Form

Preventive Maintenance Program Annual/Total Costs

Year 1:	\$
Year 2:	\$
Year 3:	\$
Subtotal:	\$
8.1% Sales Tax	\$
Total Proposal:	\$

Addenda Receipt Acknowledgement

Receipt of the following Addenda to the Drawings and/or Specifications is hereby acknowledged.

ADDENDUM #'s	DATE OF RECEIPT	SIGNED ACKNOWLEDGMENT

Failure to acknowledge receipt of addenda may be considered an irregularity in the proposal.

Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- That the undersigned person(s), firm, association or corporation has (have) 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 connection with the project for which this proposal is submitted.
- That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Name of Bidder (Company)

E-mail

Physical WA State Mailing Address

Telephone

City State and Zip

ESD Account No.

Washington Registration Number

Expiration Date

Name of Bidder's Representative

UBI No.

Signature of Bidder's Representative

Date

Bid Deposit Form

HVAC Maintenance Services 2025-2028

Name of Bidder

The Bidder named above hereby submits its bid deposit to the City of Kelso in the amount of \$_____, which is at least 5% of its total bid and shall not be conditioned in any way to modify the minimum five percent (5%) required. The deposit is in the following form (check one):

- Cash
- Certified Check
- Cashier's Check
- Postal Money Order
- Bid Bond (use form below)

BID BOND

We, the undersigned Bidder and Surety, are jointly and severally obligated to the City of Kelso in the penal sum of \$_____, to be paid to the City of Kelso if the Bidder's bid proposal for the above-named project is accepted, and if the Bidder then fails to execute the contract and furnish the required performance bond and insurance within the time period provided by the contract documents; otherwise this obligation shall be void.

Name of Bidder

Name of Surety

Authorized Signature

Authorized Signature*

Title

Title

Date

Date

*Attach Power of Attorney



Certification of Compliance with Wage Payment Statutes

Effective July 23, 2017, before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See [RCW 39.04.350](#) as modified by [SSB 5301](#), Laws of 2017, ch. 258.)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (07/19/19), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation*

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- E. Have not within the last five (5) years been convicted of a crime involving bidding on a public works contract.
- F. Have not, within the last three (3) years, had any claims filed against the retainage or payment bonds for public works projects.
- G. Have not within the last five (5) years had any lawsuits with judgements entered against the Bidder.
- H. Have a written plan to ensure all first tier and lower tier subcontractors meet section A above and the responsibility criteria outlined in RCW 39.06.020
- I. Do not owe delinquent taxes to the Washington State Department of Revenue.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Date

Sample Contract Documents

