



**Lewis County**

**REQUEST FOR  
PROPOSAL**

**FOR**

**MICROWAVE NETWORKING  
EQUIPMENT FOR LEWIS COUNTY  
PUBLIC SAFETY RADIO  
RELATED TO THE DEPARTMENT OF  
JUSTICE COMMUNITY ORIENTED  
POLICING (COPS) OFFICE  
TECHNOLOGY AND EQUIPMENT  
PROGRAM (TEP) GRANT**

**[RFP TRACKING NUMBER 2024-RFP-022]**

**Issued by:  
Lewis County  
351 NW North St  
Chehalis, WA 98532**

February 13, 2024

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### Section 1. RFP Timeline

The Request for Proposal timeline is as follows:

|                                                                                                                          | Date                          |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Request for Proposal Issuance                                                                                            | February 13, 2024             |
| Question Submissions – if allowed Due Date                                                                               | March 6, 2024 by 5pm Pacific  |
| Question Response Due Date                                                                                               | March 15, 2024 by 5pm Pacific |
| Request for Proposal Due Date                                                                                            | March 25, 2024 by 5pm Pacific |
| Review Team’s Selection of Top Proposer                                                                                  | April 3, 2024                 |
| Approval by County Commissioners and Award Notification                                                                  | April 16, 2024                |
| Contract Negotiations Preparation Period and/or Work Commencement Anticipated Dates (dates subject to contract approval) | April 16 – May 1, 2024        |

### Section 2. Introduction and Project Description

#### **Background**

Lewis County in Washington proposes to improve community policing and engagement by strengthening and making more current its VHF communications systems. These systems provide critical links amongst responders, both within a single discipline, such as law enforcement, and across disciplines, connecting law enforcement to fire and EMS responders. Critical emergency information is relayed from dispatch to the responders, providing them with a clear vision of what is occurring at the scene. This allows the responders to form a response plan and make informed decisions prior to arriving on scene. This preemptive information, relayed in an accurate and

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reliable manner across a robust radio network ensures that responders can better provide service in a manner that is reliable and safe for both them and the public. It also provides for reliable communications across jurisdictions as emergency scenes grow, ensuring reliable regional response to emergencies.

The FY 2023 Department of Justice COPS Office Technology and Equipment Program (TEP) is an invitation-only grant program designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve.

In 2022, Lewis County applied for the Department of Justice COPS Office Technology and Equipment Program (TEP) through the office of Representative Jamie Herrera Beutler. The County was awarded the grant in October 2023. The term of the grant is December 2022 through December 2024.

### **Overview**

Lewis County Communications is developing a complete replacement of the aging radio communications system. This project is intended to design, install, and complete a new point to point network allowing for IP based connectivity throughout the county in its entirety for use on a replacement VHF radio communications system.

All phases of this project will be required to meet minimum standards that have been identified by the county tech team to meet their requirements. These requirements will include the engineering, design, installation, testing, and completion of a closed network IP based network over microwave back haul. The project proposal shall also include integration with current existing equipment within the county's network.

Sites have been identified per a current RF study completed in November 2023 through Teleate Lewis County, WA Public Safety Radio System Engineering Study Report (Attachment A). These sites were identified as the most effective to provide the necessary paths for optimal performance of a future radio system. There are 15 microwave paths that have been identified for new/replacement paths in the RF study as necessary to create the desired back haul system.

The recommended backhaul network configuration for the East utilizes the following configuration:

Maintaining/upgrade existing links:

- Crego to Dog (replacement of current waveguide and antennas with new 8ft antennas)

Incorporating new links:

- Hopkins to Peterman (site to be used for microwave relay) (spur link)
- Hopkins to Dog

- Peterman to Mineral (spur link)
- Dog to Randle Fire (spur link)
- Dog to Bennett
- Bennett to Packwood

The recommended backhaul network configuration for the West utilizes the following configuration:

Maintaining/upgrade existing links:

- Crego to Courthouse (maintain in current state)

Incorporating new links:

- Crego to Bawfaw
- Bawfaw to Doty (spur link)
- Bawfaw to Toledo
- Toledo to Hopkins
- Hopkins to Democrat (spur link)
- Crego to Mine (spur link)
- Crego to Manners (spur link)
- Seminary to Cooks (spur link)
- Hopkins to Onalaska (spur link)

Additional recommended links (via fiber as microwave is not possible)

- Courthouse to Cooks

The recommended configuration incorporates a loop for redundancy, namely:

- Loop 1: Crego, Bawfaw, Toledo, Hopkins, Dog

Since the spur links are not part of either loop, the microwave spur links are recommended to be implemented in a “hot-standby” configuration to maximize reliability. Maps and further information can be found in Attachment A.

### **Section 3. RFP Submittal and Closing Date**

Vendors shall submit the following in response to the RFP:

#### **Cover Letter**

A cover letter addressed to Jennifer Libby-Jones, Director 911 Communications. The cover letter must:

- State the company’s ability to comply with all the stipulations of this solicitation.
  - Point out the company’s particular strengths.
  - Provide a reason as to why they should be chosen to provide the service needed.
  - Specify any areas that the company cannot or may not be able to comply and explain why.
  - Be signed by a person legally able to commit the company.
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- Include the submitter's mailing address and telephone number.

### **Key Proposal Information**

Proposal submittals must include:

- System proposal including all specifications as outlined in Section 6 of this RFP.
- History of company showing familiarity with public safety radio systems.
- Engineer and other involved staff qualifications.
- Qualification to complete a turnkey project (or ability to do so with qualified subcontractor services).
- Customer references.
- Training and software support.

### **Fee Schedule**

The proposed fee to accomplish the work shall be submitted in a separate, sealed envelope marked Fee Schedule.

**Insurance** – The selected vendor shall be required to provide a current copy of the Certificate of Liability Insurance naming Lewis County as an additional insured and shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

**Submission Instructions** – Lewis County exclusively utilizes OpenGov for online proposal submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>.

Once you have completed the registration, please visit the Lewis County OpenGov Procurement website at: <https://procurement.opengov.com/portal/lewiscountywa> and browse to the “Microwave Networking Equipment for Lewis County Public Safety Radio RFP,” click on “Submit Response” and follow the instructions to submit the electronic proposal.

All questions and responses shall be submitted through the OpenGov Procurement website. All responses will be public.

Lewis County is not responsible for communication errors. Applicants are advised to call the Lewis County 911 Communications department at 360-740-3394 to confirm that a submittal has been received.

### **Lewis County Rights**

Lewis County reserves the right to reject any or all proposals, make counter proposals and/or engage in negotiations with any or all firms or individuals, waive any requirements or otherwise amend this RFP, or cancel the RFP in order to achieve the County's goals and objectives for this project. Any changes in the status of the RFP will be brought to the attention of all parties that provide contact information for updates. The information contained in this RFP represent the County's best information at the time of the release of the RFP and the County reserves the right to modify any term or condition contained herein.

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### **Responsibility for Proposal Preparation**

Except as otherwise specifically agreed to in writing by the County, each consulting individual or team submitting proposals shall provide and pay for all materials, labor, transportation, charges, levies, taxes, fees or expenses incurred, including all costs to prepare a response to this RFP, travel and presentation costs, and all other services and facilities of every nature whatsoever necessary for the preparation of the RFP.

It is neither the County's responsibility nor practice to acknowledge receipt of any proposal as a result of the RFP process. It is the proposer's responsibility to assure that a proposal is delivered and received in a timely manner.

### **No Conflict of Interest**

No member of the Board of COUNTY Commissioners, member of the evaluation committee for this RFP, and any other officer, employee or agent of the Lewis County who exercises any functions or responsibilities in the selection of a proposal, shall have any personal interest, direct or indirect, in the project.

### **Section 4. Inquiries and Addenda**

Questions that are received prior to the RFP deadline identified in Section 1 for questions shall be addressed via the County's procurement platform, Open Gov.

Questions and answers will be posted to the Lewis County procurement website at <https://procurement.opengov.com/portal/lewiscountywa>.

Addenda to this solicitation, if needed, will be posted to the Lewis County procurement website at <https://procurement.opengov.com/portal/lewiscountywa>. The County, at its sole judgment, may require clarification of information submitted in any Proposal.

### **Section 5. Mandatory Requirements**

The following submission guidelines and requirements apply to this Request for Proposal:

1. Only qualified firms with the capacity to provide ALL services and components included in the scope of work (allowed with subcontractors) should submit proposals in response to this Request for Proposal.
2. Proposers must provide a minimum of 4 projects of relative size and equivalency to the Lewis County project. Project info should include references and contact info.
3. Proposals must include a technical proposal that provides an overview of the proposed approach as well as a list of qualifications for all key personnel performing the work. In addition, the technical proposal should provide a proposed schedule and milestones, as applicable; including the hours estimated for completion of each phase of the project.
4. Proposals must include a description of method of approach, strategy, and/or ability to

understand, facilitate, and complete the tasks listed under Section 6; Project Scope below

5. A price proposal must be provide a per link/site price breakdown. This shall include a per component price and any included service (ie frequency coordination or licensing). Services should be listed by type (ie tower services, networking, programming etc)
6. Proposals must be signed by a representative that is authorized to commit proposer's company.
7. Proposals must include any suggested changes to the proposed terms and conditions for this procurement. Any changes to the proposed terms and conditions will be made at Lewis County's sole discretion.
8. A copy of your current certificate of insurance for professional liability.
9. Statement of Conflicts of Interest (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
10. System for Award Management. Service Providers shall have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's Proposal. The clearance in the Service Provider's proposal must be re-verified prior to award. Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.
11. Required Contract Provisions. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
12. Proposals must remain valid for a period of 90 days.
13. Submissions must meet the Pass/Fail Criteria listed under Section 7.2, below.

#### **Open Records/Proprietary Information**

Lewis County recognizes that in responding to this RFP, the proposer may desire to provide proprietary information in order to clarify and enhance their response. To the extent permitted by law, Lewis County will keep confidential such information provided that:

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1. The information submitted is arguably proprietary, and
2. The proprietary information is submitted in a separate file or section that is clearly identified as containing proprietary information, according to the submittal instructions of this RFP. Only information that is credibly proprietary may be included. Inclusion of non-proprietary significant information in the sealed portions may render a submittal ineligible.

Responders should note that Lewis County is a county in Washington State, and as such its files are available for public review pursuant all applicable public disclosure laws, the Washington State Open Public Meetings Act, and the Freedom of Information Act.

## **Section 6. Project Scope**

### **Proposal Submission Requirements**

Lewis County (“County”) is initiating this request for proposals (“RFP”) from qualified professional firms (“Contractor”) to provide all engineering and design, licensing, equipment, labor, and materials to implement a new point to point IP network based back haul system (Microwave Networking Equipment for Lewis County Public Safety Radio) related to the Department of Justice Community Oriented Policing (COPS) Office Technology and Equipment Program (TEP) grant.

The objective of this Request for Proposal is to contract with a service provider that will provide the best overall value to Lewis County. While price is a significant factor, other criteria will also form the basis of our award decision, as more fully described in the Proposal Evaluation and Contractor Selection section of this Request for Proposal below.

Lewis County is seeking to contract with vendor for a fixed-price contract. Throughout this project there will be a need to maintain quality control and management of cost and expenses. The selected service provider will be expected to ensure that all applicable federal, state and local laws and regulations are followed. The project will require the selected service provider to work closely with Lewis County and other relevant partners staff and the general public throughout the project.

### **Scope of Services and Specifications**

While the scope described presumes the direct performance by the chosen consultant or firm, work may also be performed by a subcontractor to the firm. In such case, the proposal should state so, along with the subcontractor(s)’ supporting qualifications to provide such services. In the event the work is performed by a subcontractor to the firm, then the firm shall be responsible for subcontracting with them, as well as for reviewing the work product of such subcontractor(s) for quality and completeness. All services must comply with local law and permit conditions as well as applicable federal, state, and local statutory, regulatory, recording, reporting, and other requirements.

- I. The County will accept only turnkey solution proposals addressing all project systems, subsystems, and components.
- II. All Contractors providing proposals must acknowledge a requirement and obligation to coordinate planning and implementation activities with other vendors and or county tech teams when required. All work to be performed shall be scheduled with the county tech team and any outages are to be planned in advance.
- III. Proposals will not be accepted that include technology from any vendor that is within 5 years of end of life or any technology that has already been cancelled.
- IV. Proposals shall not be accepted that include systems or equipment that will no longer be supported for software, spare parts, and repair by the manufacturer within no less than 10 years of system acceptance. Equipment support timeline must be provided by the equipment vendor.
- V. Proposals shall include the coordination of licensing through the FCC for all proposed link and any modifications to existing licenses.
- VI. Warranty shall be honored if county employees provide maintenance and repairs. No proposal will be accepted if ANY warranty is void in the event that a properly trained employee provides any service or maintenance per provided training requirement listed in scope of work section.
- VII. All proposals shall include manufacturer and model information of each component. Vague descriptions of equipment and components will not be accepted and will be cause for disqualification.

### **Scope of Work**

The following criteria must be met and included in the scope of work of any submitted proposal and must comply with any and all project specifications provided herein.

- I. Contractor will be expected to provide ALL services in house or through qualified subcontractors and submit a turnkey proposal. These services will include but not limited to: Microwave radio equipment, alignment, FCC licensing and coordination, network and switch programming, antenna installation, tower work, integration with existing network, testing and system qualification.
  - II. Path description and calculations based on height, distance, estimated height of path relative to ground to ensure longevity of the path integrity.
  - III. Proposed equipment vendor information and equipment specific model numbers.
  - IV. ALL equipment must be of like and kind. Multiple vendors per type of equipment will not be accepted (i.e. microwave radio equipment shall be of all one vendor or specific manufacturer).
  - V. All equipment shall meet or exceed the minimum standards provided by the County technical staff. Technical requirements as listed in Attachment B. See also Attachment C and D for additional microwave path information.
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- VI. Labor to be performed shall be compliant with prevailing wage requirements and contractor shall be in compliance of prevailing wage standards.
- VII. Proposals shall be broken down by link and specify equipment proposed at a per link cost (to include equipment, licensing, and labor).
- VIII. Proposals shall include a closed loop IP based network system based on accessibility provided by county tech team. All equipment will be required to meet mission critical criteria for 99.999% reliability.
- IX. Proposals shall include public safety grade microwave equipment. All equipment will be required to meet mission critical criteria for 99.999% reliability.
- X. Provide the County with testing and documentation of links and network equipment and meet the county's tech team standard before final sign off.
- XI. Provide training to county employees for any new equipment as well as necessary software for programming and monitoring. Any cost for training and software is to be included in proposal.

### **Minimum Equipment Standards**

The county tech team has compiled minimum standards for equipment to be included in any proposal. If these basic requirements contained herein are not met the county has the right to reject any proposal not meeting the standards.

### **Microwave Radio Equipment**

- All equipment must be of 6 ghz or 11ghz bandwidth.
- All microwave radio equipment must provide a T1 and IP capability. A minimum of 8 T1 circuits are required.
- All equipment must meet mission critical standards for public safety grade equipment of 99.999% reliability.
- All equipment must pass at minimum of 8mb per second bandwidth capacity.
- All equipment must be 48v DC compatible.
- All primary backhaul links shall be rack mounted radio configurations. No antenna mounted radio option will be accepted for primary backhaul and must meet the 6ghz or 11Ghz frequency criteria.
- Spare equipment for all components included in the proposal. This is to include 1 of each type and frequency of each radio, power supply, and network switch.

- All ethernet switches must be of layer 3 compatibility with remote programming capability and no less than 48 port POE. If possible include a 48v DC power option.

## **Section 7. Proposal Evaluation and Contractor Selection**

### **7.1 Evaluation Process**

Proposals submitted on time will be reviewed against the Pass/Fail criteria (Section 7.2). RFPs meeting those criteria will be forwarded to an evaluation committee for scoring against the Evaluation Criteria (listed in Section 7.3 below) and ranking. The outcome of the evaluations may, at Lewis County's sole discretion, result in (A) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if Lewis County determines it is in the public interest to do so.

### **7.2 Pass/Fail Criteria**

- 7.2.1 Submission Deadline Date and Time met.
- 7.2.2 Proposal is complete and addresses all Submission Guidelines and Requirements listed in Section 4.
- 7.2.3 Correct number of Proposals included (if relevant)
- 7.2.4 All training for county tech staff shall be included in proposal. Any proposal that does not include training for county tech staff will be eliminated from consideration.

### **7.3 Evaluation Criteria**

Evaluation factors and maximum points will be as follows:

| <b>Criteria</b>                         | <b>Maximum Score</b> |
|-----------------------------------------|----------------------|
| 1. Fee Schedule                         | 20                   |
| 2. Qualifications,                      | 25                   |
| 3. Experience, Work Samples, References | 25                   |
| 4. Method of Approach                   | 20                   |
| 5. Timeline and Milestones              | 10                   |
| <b>Total Maximum Score</b>              | <b>100</b>           |

Lewis County reserves the right to award to the proposer that presents the best value to Lewis County as determined solely by Lewis County in its absolute discretion.

## **Section 8. General Information; Terms and Conditions**

1. Lewis County may require any clarification or change it needs to understand the selected contractor's project approach.
2. The successful contractor must have Worker's Compensation Insurance covering work in Lewis County's Location. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
3. The selected vendor shall be required to provide a current copy of the Certificate of Liability Insurance naming Lewis County as an additional insured and shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
4. Lewis County reserves the right to reject any or all proposals and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
5. Lewis County reserves the right to cancel this RFP upon a good cause finding.
6. Lewis County may award a contract to the contractor whose proposal, in the opinion of Lewis County, would be most advantageous to Lewis County.
7. The selected contractor will be required to assume responsibility for all services outlined in the RFP, whether the contractor produces them.
8. This RFP does not commit Lewis County to award a contract, nor to pay any costs incurred in the preparation of the response to the RFP. Lewis County reserves the right to accept or reject any or all responses received as a result of this request or to cancel this RFP in part or in its entirety. Lewis County may request additional information from responders.
9. Failure of the Contractor to perform the scope of work identified or to meet the performance standards established by the resulting Contract include, may result in the following:
  - a. Lewis County's reduction or withholding of payment under the Contract,
  - b. Lewis County's right to require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting Contract; and
  - c. Lewis County's rights, which Lewis County may assert individually or in combination, to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract or applicable law.

## **Section 9. System for Award Management (SAM)**

Vendors must register with the System for Award Management (SAM) and receive a Unique Entity Identifier and must not be debarred from receiving federal funds to qualify for this award. It is recommended vendor register as soon as responding to the RFP as the SAM process may take several weeks to complete and must be in place prior to any contract process.

## **Section 10. Contract Provisions**

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **Terms Required for all Lewis County Contracts Funded with Federal Grant Funds Subject to the Uniform Guidance**

In the event of a conflict between these Terms Required for all Lewis County Contracts Funded with Federal funds Subject to the Uniform Guidance (“Federally Required Contract Terms”) and the terms of the main body of the Contract or any exhibit or appendix, these Federally Required Contract Terms shall govern.

1. **2 CFR 200 APPENDIX II (A).** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. **2 CFR 200 APPENDIX II (B).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during Contract’s term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder’s list, Contractor shall notify the County immediately. Contractor’s completed Vendor Debarment Certification is attached hereto and incorporated herein.
4. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by the County in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
5. **Public Records.** The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole

or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

6. **Record Retention.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

7. **Procurement of Recovered Materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that:
  - 9.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 and Federal contract, grant, loan, or cooperative agreement.
  - 9.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, Contractor shall request and provide, completed, the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - 9.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 9.4 Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.
10. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
11. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and this is an agreement between the County or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the County or sub-recipient will comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 Page 13 of 38 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is 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. In addition, Contractor is required to pay wages not less than once a week.
13. **Prevailing Wage.** Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

14. **Equal Employment Opportunity.** If this is a “federally assisted construction contract,” as defined by 41 CFP Part 60- 1.3, except as otherwise provided in 41 CFR Part 60, in its performance under the contract, the 41 CFP Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The text of 41 CFR 60-1.4(b) is available upon request.
15. **Domestic preferences for procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.
16. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert the County as soon as possible and shall provide information on any measures taken to prevent recurrence.

## **Section 11. BYRD Anti-Lobbying Certification**

(To be submitted with each bid or offer exceeding \$100,000)

(a) 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The 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 the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

