

CITY OF PORT ORCHARD

INVITATION TO BID

POLICE AND EMERGENCY VEHICLE OUTFITTING

The City of Port Orchard (City) is soliciting bids for the purchase of equipment and installation into police and emergency vehicles. Bids must be marked as “City of Port Orchard, RE: Bid for Police and Emergency Vehicle Outfitting Project,” and submitted to the City at mbrown@portorchardwa.gov, or to 216 Prospect Street, Port Orchard, WA 98366, no later than 4:30 p.m. on December 30, 2022. Bids need not be sealed but must be provided in writing. Information related to this ITB, including any addenda, will be posted to the City’s website at <https://portorchardwa.gov/bids-and-proposals/> . Any questions regarding this project should be directed to *Chief Matt Brown, (360) 876-1700* or mbrown@portorchardwa.gov.

Purpose/Background:

The City of Port Orchard’s population and demand for services is growing and expected to grow significantly by 2040. With significant growth comes new challenges for the City to effectively manage its emergency vehicle fleet. The City desires to acquire services to install specialized equipment for its emergency vehicle fleet without undue stress placed upon its current fleet management structure.

Project Description:

This invitation to bid is for the purchase and installation of specialized police and emergency vehicle equipment, including, but not limited to, emergency lighting, sirens, electronics, radio communication, secured vaults, and prisoner transport equipment. This contract will include the outfitting of approximately nine (9) City-owned vehicles over the course of the 2-year contract period, with the potential for outfitting additional vehicles as necessary. The City is in the process of purchases the vehicles and a variety of vehicle types is expected, including, but not limited to fully marked patrol and unmarked detective/command vehicles. The complete scope of work for the purchase and installation of police and emergency vehicle equipment is provided in **Attachment A**.

Contract Term:

The contract will be for two (2) years through January 1, 2025. The City reserves the right to offer one (1) two-year extension.

Prevailing Wage & Retainage:

Prevailing wages apply to this bid for the installation component. See attached Prevailing Wage supplement for more information. The City may hold 5% retainage on each invoice. At the end of the year, after Labor & Industries approves the affidavit and the City receives notification, the retainage release process will begin.

ITB Schedule: *(Dates are estimates and subject to change by the City)*

Event	Date
ITB Release	December 13, 2022
Bids Due	December 30, 2022
Notify Selected Consultant	January 3, 2023

Contract Award/Execution	January 10, 2023
Project Completion	January 1, 2025

Bid Components

Bids should include the following information:

- Bids must include information documenting that the Vendor meets the minimum qualifications and the requirements of Exhibit A (Scope of Work). The Bid must be signed by a Vendor representative authorized to bind the bidding company contractually.

The City reserves the right to reject any and all bids and to waive irregularities and informalities in the bid and evaluation process. This ITB does not obligate the City to pay any costs incurred by bidders in the preparation and submission of a bid. Furthermore, the ITB does not obligate the City to accept or contract for any expressed or implied services.

Faxed or emailed bids are acceptable. Late bids will not be accepted. The bidder accepts all risks of late delivery of mailed or delivered bids regardless of fault. The City assumes no responsibility for any circumstances resulting in late submittals. No bidder may withdraw a bid after submittal unless the award is delayed for a period exceeding 60 days. Submittals will not be accepted after that time and date.

Evaluation Criteria

- A) Vendor must have strong expertise, knowledge, and experience in requested services, including no less than ten years' experience outfitting no less than five pursuit-rated police vehicles per year and outfitting light-duty fire vehicles.
- B) Vendor must provide a minimum of two (2) references relating to the services being requested, with full name, title, address, phone, and email address.
- C) Vendor must have the ability to meet required deadlines as demonstrated by prior project history.
- D) Vendor must have a Washington State Business License.
- E) Vendor must meet the minimum insurance requirements included in the Sample Contract provided in Exhibit C.
- F) Vendor must have a secure area at the Vendor location to store City vehicles upon delivery from dealership.
- G) Vendor must have the ability to work with the City to order vehicles directly from the selected dealership through a cooperative purchasing agreement (WA or AZ) per the City's needs and specifications.
- H) Vendor must be able to inspect vehicles upon delivery from dealership to ensure that vehicle is delivered consistent with specifications, with such inspection occurring within the time limits for acceptance included with the applicable contract.
- I) Vendor must have the ability to deliver the completed vehicles to the City.

J) Vendor must be located or have a service location within 75 miles of the City and must have the ability to provide transportation between the Vendor location and the City.

K) Vendor must have wiring schematics for police and emergency vehicle installations.

Contract will be awarded to lowest responsive and responsible bidder, as evaluated in the minimum qualifications and bid proposal. The lowest bidder will be determined by considering specifically listed pricing for known vehicle packages, future equipment cost markup, warranties, and service costs, including annual increases. The bid package will become part of the Contract that is negotiated between the City and the successful Vendor.

Exceptions

If Vendor takes exception to or proposes a deviation from any term or condition set forth in this ITB and/or the Sample Contract (including Insurance Requirements), said exceptions or deviations must be clearly identified on the Bid Form under "Exceptions." Such exceptions or deviations shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception or deviation. The City is under no obligation to accept such proposed exceptions or changes and may reject a Vendor's proposal based on proposed exceptions or changes unacceptable to the City.

General Terms and Conditions

The City reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bid determined to be the most advantageous to the City. Additionally, the City may accept a bid subject to an exception if, in the sole judgement of the City, the bid meets or exceed the City's specifications.

The City of Port Orchard reserves the right to amend the terms of this "Request for Bids" (RFP), to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort consultants have spent on their responses. This Project is contingent upon the acquisition of a funding package, and as such, the City reserves the right to cancel this Project and any associated contracts depending on the quality of said funding package, solely at the City's discretion.

All questions shall be submitted to *Matt Brown*, (360) 876-1700 or mbrown@portorchardwa.gov. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Consultants in the preparation and submission of their Bids. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

Americans with Disabilities Act (ADA) Information

The City of Port Orchard in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Chief Brown.

Title VI Statement

The City of Port Orchard 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 ensure 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 the grounds of race, color, national origin, or sex in consideration for an award.”

Public Records Request

This ITB and all public records associated with bids submitted in response to this ITB shall be available from the City for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Consultant are needed for the City to respond to a request under the Act, as determined by the City, the Consultant agrees to make them promptly available to the City.

SCOPE OF WORK

1. The City of Port Orchard requires a Vendor to outfit new police, fire, and emergency vehicles as directed by the City. When the City has need to purchase a new police or emergency vehicle, the City expects the Vendor will assist City in ordering from the state’s DES contracts, or other approved cooperative purchasing agreements, to ensure that the City is purchasing a vehicle that will satisfy the City’s needs and specifications and that will work with appropriate equipment available from Vendor. Once the City has purchased the vehicle, the City will submit to Vendor a purchase order for outfitting that particular vehicle. Such outfitting will involve equipment, including, but not limited to, emergency lighting, sirens, electronics, radio communications, secured vaults, and prisoner transport equipment. Vendor will then purchase the equipment specified in the purchase order and install the specified equipment into the newly purchased vehicle. The City may also supply previously owned vehicle equipment, such as radios and computer equipment, to be installed by the Vendor.
2. This contract will include the outfitting of no less than nine (9) vehicles over the course of the contract period, with the potential for outfitting additional vehicles as necessary. A variety of vehicle types is expected, including, but not limited to, fully marked patrol and unmarked detective/command vehicles.
3. Currently, the City has five (5) new vehicles on order that require outfitting. **Attachment B** contains the equipment package lists and pricing requests for the two (2) types of equipment packages necessary for those five (5) vehicles. Subsequent outfitting orders during the contract term may be of a different configuration and Vendor pricing must be based upon the general pricing Vendor specifies in **Attachment C**.
4. All installs must be per City of Port Orchard’s standards, including but not limited to:

- a. All materials used in the installation shall be new (unless materials are specifically provided by the City) and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound.
 - b. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.
 - c. All wiring must be consistent with the wiring schematics provided by the Vendor.
 - d. All wire must be labeled every 1" for simpler diagnostics.
 - e. Must use harness wiring that can be used in multiple applications.
 - f. Harness must be transferrable into future replacement vehicles.
 - g. Wiring must be designed for severe under-the-hood temperatures (-20° to 257° F).
5. **Factory Product Warranty.** All factory warranties must remain in full effect as equipped throughout the factory warranty period and Vendor must ensure that the factory warranties will not be voided by any supplemental warranties and/or accessories.
6. **Additional Services and Warranty.** In addition to the purchase and installation of equipment, Vendor must provide:
- a. All material and labor to perform service and maintenance on installed vehicle equipment on an as-needed basis;
 - b. Vendor warranty on workmanship and materials, in addition to factory product warranties;
 - c. Warranted services performed within 72 hours by Vendor when equipment is available; and,
 - d. Transportation between Vendor's location and Port Orchard City Hall located at 216 Prospect St., Port Orchard, WA 98366.
7. **Delivery.** Completely outfitted vehicles must be operational and delivered by Vendor within a reasonable time from the date that requested equipment is available from the manufacturer. The City and Vendor will coordinate pickup and delivery of vehicles. Generally, vehicles will be delivered directly to Vendor from vehicle seller, and Vendor must travel to Port Orchard to deliver outfitted vehicles. When Vendor is required to travel for vehicle pickup or delivery, Vendor will be reimbursed at the Hourly Pickup/Delivery Labor Rate outlined in **Attachment C**.
8. **Acceptance**
- a. Upon a timely and properly scheduled delivery to the City from the Vendor, the City has up to three (3) business days to inspect a vehicle and accept or reject delivery.
 - b. The City will not accept vehicles until all items listed in the order and these specifications are met to the satisfaction of the City. This will require Vendor to ensure vehicles are delivered with the standard warranty identification cards or certificates and the owner's manuals. The City reserves the right to inspect and/or operate the vehicle prior to acceptance to ensure equipment and accessories meet the City's requirements and expectations.
 - c. Payment will not be made until after the vehicles have been inspected, tested, and accepted.

BID FOR SPECIFIC PACKAGES(S) WITH 2023 PRICE LIST

Two (2) types of equipment packages are necessary for the five (4) new vehicles that the City intends to order in 2023. Vendor's pricing on these specific equipment packages shall be fixed for one year and, after that period, may increase no more than provided by the general pricing bid included in **ATTACHMENT C**, which will apply to all other vehicles during the contract term.

Where a brand name or part number is included below, a Vendor may propose a substitution of an equivalent product item. A Vendor proposing such a substitution has the responsibility to demonstrate to the City's satisfaction that a product is "equal" to that specified. The City has no obligation to accept proposed substitutions.

PACKAGE 1: 2022 POLICE INTERCEPTOR SUV (PATROL)

Part Description/Part Number	Quantity	Price per Unit	Total Cost
Legacy Duo Core Bundle	1		
Legacy Duo WeCanX	1		
WeCanX Knob/Slide Control Head	1		
OBDII Canport Kit	1		
Cencom CORE Siren Amplifier	1		
Core Output Expansion Module	2		
100W Siren Speaker, Whelen	1		
Universal Siren Speaker Bracket	1		

Flush Mount Light Head, Red/Blue	2		
DIR, 12 LED, Hide-a-Blast, Twist Lock, B/W	3		
DIR, 12 LED, Hide-a-Blast, Twist Lock, R/W	1		
3" Round Compartment Light, Red/White	1		
Map Light 18" Gooseneck LED Red/White/UV	1		
Dome Light, 12 LED Red/White	1		
PIU Mid-Height Angled Console	1		
Havis Adjustable Arm Rest	1		
11" Slide Out Locking Swing Arm/Low Profile Tilt	1		
Self-Adjusting Double Cup Holder	1		
4.8A USB Dual Port – Water Proof	1		
Trio Lighted Push Bumper	1		
Fender Protector Wraps Utility PB9	1		
#10 VS C RP Coated Poly Partition Tall w/SCA 2020	1		
Dual T-Rail Gun Mount SC5 lock	1		
Steel Window Barrier	1		
Int. Utility Cargo Window Barriers, set of 3	1		

Full Hard Seat w/#12 Poly Partition 2020	1		
EZ Lift Dual Drawer System – D2S-P1S simplex locks	1		
Magnetic Mic Conversion Kit, Single Unit	2		
Havis Mic Clip Bracket	1		
Power Distribution Unit	1		
Harness, Main Power	1		
Harness, Front End	1		
Harness, Control Power	1		
Harness, Console Core	1		
Harness, Partition	1		
Harness, Hatch	1		
Harness, Back End	1		
2/C 20GA twisted Pair WC cable (per ft)	18		
25ft CAT 6E Shielded Ethernet Network Booted Cable	1		
6 in 1 Shark-fin black – FTD Ext. Cable	1		
NMO Kit 17ft	1		
Rain Cap, Black	1		

Shop Supplies	1		
Labor			
Total Cost, Package 1			

PACKAGE 2: 2022 POLICE INTERCEPTOR SUV (DETECTIVE/COMMAND)

Part Description/Part Number	Quantity	Price per Unit	Total Cost
Inner Edge FST/RST Core Bundle	1		
Inner Edge FST WeCanX, Full Duo PIU	1		
Rear Inner Edge WCX CORE DUO	1		
WeCanX Knob/Slide Control Head	1		
OBDII Canport Cable Kit Ford	1		
Cencom CORE Siren Amplifier	1		
Core Output Expansion Module	2		
Code 3 Siren Speaker w/Universal Bracket	1		
ION Slim LED DUO Red/White	1		
ION Slim LED DUO Blue/White	1		

Flush Mount Headlight, Red/Blue	2		
DIR, 12 LED, Hide-a-Blast, Twist Lock, B/W	3		
DIR, 12 LED, Hide-a-Blast, Twist Lock, R/W	1		
Map Light 18" Gooseneck LED Red/White/UV	1		
PIU Mid-Height Angled Console	1		
Havis Adjustable Arm Rest	1		
3" Accessory Pocket	1		
Self-Adjusting Double Cup Holder	1		
4.8A USB Dual Port – Water Proof	1		
Magnetic Mic Conversion Kit, Single Unit	2		
Havis Mic Clip Bracket	1		
Int. Utility Cargo Window Barriers, set of 3	1		
#12VS 2ND Coated Poly Partition	1		
EZ Lift Dual Drawer System – D2S-P1S simplex locks	1		
Cargo Command Module works w/EZ Lift Dual Drawer	1		
Power Distribution Unit	1		
Harness, Main Power	1		

Harness, Front End	1		
Harness, Console Power	1		
Harness, Console Core	1		
Harness, Partition	1		
Harness, Hatch	1		
Harness, Back End	1		
2/C 20GA Twisted Pair WC cable (per ft)	18		
25ft CAT 6E Shielded Ethernet Network Booted Cable	1		
6 in 1 Shark-fin Black – FTD Ext. Cable	1		
NMO Kit 17ft	1		
Rain Cap, black	1		
Full 360 degree tint 20%	1		
Strip Tint 35%	1		
Power Port w/Cap	3		
Shop Supplies			
Labor			
Total Cost, Package 2			

BID FOR STANDARD PRICING

For products and services not included in the specific packages price list detailed in Exhibit A, please provide additional pricing information on the following, which will apply to all vehicles outfitted during the contract period.

Item	Unit	Unit Price
Current Electrical/Mechanic Labor Rates	Hourly	\$ _____/hour
Anticipated annual license in Electrical/Mechanic Labor Rates	Percentage	_____ % increase
Pickup & Delivery Labor Rates	Hourly	\$ _____/hour
Anticipated annual increase in Pickup & Delivery Labor Rates	Percentage	_____ % increase
Equipment and Supply Costs	Cost, plus percent markup	_____ % markup

NON-COLLUSION DECLARATION

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

1. 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 bid is submitted.
2. That by signing the signature page of this bid, I am deemed to have signed and agreed to the provisions of this declaration.

By: _____

(Authorized Signature)

Title: _____

SAMPLE AGREEMENT

City of Port Orchard
Product and Services Agreement
With

This Product and Services Agreement, Contract No. _____ (“Agreement”), is entered in to as of the Effective Date specified below between the City of Port Orchard, Washington municipal corporation having its principal place of business at 216 Prospect St., Port Orchard, WA 98366 (“City”), and _____, a corporation organized under the laws of the State of _____, located and doing business at _____ (“Vendor”).

For consideration set forth herein, the parties agree as follows:

1. **Statement of Work.** The City requires purchased services and equipment in connection with outfitting police and emergency vehicles. The Vendor will furnish the equipment and services as designated, described, and required by the quote and bid and will complete said services in a good first class and workmanlike manner, all in accordance with the quote and bid and with the other contract documents specified herein below, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein. All work is to be done under the direct supervision and to the satisfaction of the City.
2. **Incorporation of Provisions Required By Law.** Each provision and clause required by federal, state, or local law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion at the request of the either party.
3. **Prevailing Wages.** If this contract, or any portion thereof is a public work, Vendor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date this contract is executed by the Vendor, and comply with chapter 39.12 of the Revised Code of Washington, as well as other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor & Industries is attached.
4. **Compensation and Payment.**
 - a. The City will pay the Vendor for the performance of this contract based upon the quote and bid. Payment will be based on hourly and equipment cost plus markup, in accordance with Attachment C. In no event shall the amount paid by the City exceed the sum of \$_____, including applicable sales taxes. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement. Payment to the Contractor shall be made in the manner and as specified in the general conditions forming a part hereof.

- b. Vendor shall submit, in a format acceptable to the City, invoices for services performed. Each project shall be the subject of a separate invoice. Vendor shall maintain time and expense records and provide them to the City upon request.
 - c. City shall pay Vendor within thirty (30) days of the receipt of a correct invoice in accordance with the City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify Vendor within twenty (20) days from the receipt but shall pay the undisputed portion of any invoice.
 - d. Acceptance of any payment by Vendor shall constitute a release of all payment claims against the City under this Agreement as to such portion of the Services. No payment to Vendor shall constitute a waiver or release by the City of any claim, right, or remedy it may have against the Vendor regarding performance of the services or equipment furnished pursuant to this Contract.
5. **Contract Term.** Vendor will commence work immediately upon the Effective Date or the City's submission of a purchase order, whichever is applicable. For each vehicle outfitting request, Vendor will complete requested work within a reasonable amount of time from the date of the purchase order. This Contract will expire two (2) years from the Effective Date. Prior to expiration of the term of this Contract, the City may, in its sole discretion, renew the Contract for an additional two (2) year period. The Mayor is authorized to administratively approve such a renewal.
6. **Indemnification/Hold Harmless.** Vendor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages to the extent caused by the negligence of the City.
7. **Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied by the City.
- a. No Limitation. Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - b. Minimum Scope of Insurance. Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence for CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.
 - c. Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:
 - d. Other Insurance Provisions.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M Best rating of not less than A:VII.
 - f. Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials, or supplies will be accepted by the City, which is attached and incorporated by this reference as Exhibit XXXX (“Vendor’s Certificates(s) of Insurance”).
8. **Contract Documents.** Together with this agreement, the additional contract documents consisting of the following: Exhibit XXXX (Scope of Work), Exhibit B (Accepted Bid/Pricing), and Exhibit XXXX (Certificate(s) of Insurance), form the contract and are as fully a part of the contract as if hereto attached or herein repeated. Vendor hereby acknowledges receipt of a copy of such documents.
9. **Entire Agreement.** This Contract is the entire agreement between the parties, and no alterations, change, or additions thereto shall be made, except in writing approved by both parties.
10. **Effective Date.** This Contract shall be effective as of the last date signed below.

In witness whereof, the parties have executed this agreement.

Name

Date _____

Attest:

Name

Approved As To Form:

Name

Vendor:

By: _____

Date _____

Name

Title

Name of Business

PREVAILING WAGES

Per RCW39.12.030, this is a prevailing wage contract and workers shall receive the prevailing wage rate as established by Labor and Industries (L&I).

The vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The project site is located in Kitsap County.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor's bid due date with these exceptions:

- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.
- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

The prime contractor bid due date is *Month Day, Year*.

Except for janitorial contracts, the rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their bid according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages". A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected vendor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City. The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

Look up the prevailing rates of pay, benefit, and overtime codes from this link:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy of the prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@Lni.wa.gov or 360-902-5335.