KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

INVITATION FOR BIDS
Bid #27-406 Sport Court and Field Lighting

Due December 31, 2026 On or before 2:00 p.m., PST

King County Directors' Association (KCDA) is a purchasing cooperative owned by the school districts of Washington State and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to, public school districts, private schools, municipalities, political subdivisions and other public agencies primarily located in Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately $190 million worth of products, equipment and services on behalf of the membership.

The KCDA Purchasing Cooperative (hereinafter "KCDA") requests bids from manufacturers and/or dealers who can offer Sport Court and Field Lighting to its member agencies.

Total estimated value of this contract is approximately $13,000,000 to $17,000,000 annually.

All bids must be submitted electronically through Public Purchase.

KCDA will not accept bids submitted in physical form, including mailed packets, courier deliveries, flash drives, binders, or emailed attachments.

Bid responses must be fully uploaded in Public Purchase **on or before the due date and time stated in this IFB**. Late submissions—regardless of cause, including technical issues, internet delays, or user error—will not be accepted or considered. Public Purchase will automatically time-stamp all submissions, and only bids successfully received by the system before the deadline will be eligible for evaluation.

All questions regarding this IFB must be submitted through the **"Questions"** section of Public Purchase. KCDA will not accept questions via email or phone.

Electronic copies of this IFB are available via KCDA's website at www.kcda.org. Click on Contracts & Bids / Vendor Bids. Materials can also be downloaded online via Public Purchase www.publicpurchase.com. If you have trouble opening the document, please contact the Contract Specialist named below.

Steve Osborn, Director of Procurement
sosborn@kcda.org
(425)251-8115 X 143

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KING COUNTY DIRECTORS' ASSOCIATION
INVITATION FOR BIDS

NOTE: THERE ARE NO FEES ASSOCIATED WITH KCDA BIDS WHEN USING PUBLIC PURCHASE

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I. INTRODUCTION

A. KCDA MEMBERSHIP
KCDA is a purchasing cooperative owned by 294 public school districts in the state of Washington and is located in Kent, Washington. KCDA's membership is made up of, but not restricted to public school districts, private schools, municipalities, political subdivisions and other public agencies located in but not limited to Washington, Oregon, Idaho, Alaska, and Montana. Representing over 1 million students and over 5,000 ship to locations, KCDA purchases approximately $190 million worth of products, equipment and services on behalf of the membership.

All school districts and other public agencies who are or may become members of the KCDA Purchasing Cooperative may participate in the contract awarded as a result of this bid. A complete list of all school districts and other public agencies that are members of the KCDA Purchasing Cooperative is available on our web site at www.kcda.org.

Restrictions of merchandise or services to any locale of KCDA membership must be clearly noted in a bid response.

B. INTERPRETATION OF BID DOCUMENTS
Any person contemplating submitting a bid for the proposed contract that is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in or omissions from the bid

documents, shall submit to KCDA a written request for an interpretation or correction thereof. Such request shall be submitted and received not later than 10 days prior to the date specified for receipt of bid responses. Any interpretation or correction of the bid documents will be made in writing by addendum duly issued to all bidders. KCDA will not be responsible for any other explanation or interpretation of the bid documents.

C. EXCEPTIONS
Any exceptions to the terms and provisions of this invitation for bids shall be made by signed and dated attachment to the bid response. Do not add to, delete from, or amend in any manner the bid form. Exceptions pertaining to payment or delivery terms must be noted within Attachment B. All noted exceptions are subject to approval and acceptance by KCDA.

D. CONTRACT DEFAULT
Your bid is subject to all terms and conditions as herein established in this bid request form and include price, quality and delivery. Subsequent failure to provide items bid in accordance to the purchase order and bid delivery schedule will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs to procure and distribute replacement product will be charged to the bidder.

E. BIDDER RESPONSIBILITY
All bidders shall thoroughly examine and be familiar with the bid documents including all exhibits and attachments. The failure or omission of a bidder to receive or examine any form, instruments, addendum, or other document shall in no way relieve any bidder from obligations with respect to your bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

F. BIDDER FINANCIAL RESPONSIBILITY
KCDA has the right to request financial information from any bidder to evaluate the bidder's ability to meet the terms and conditions of any and all contracts that may be established by acceptance of the offer contained in the bid. Additional confirmation from the bidder's supplier(s) that the delivery terms of the contract will be met may be required. KCDA reserves the right to reject any or all bids and/or bidders unable to prove they are financially able to provide the quantity of merchandise they have offered in response to this bid invitation.

G. MINORITY AND WOMEN OWNED BUSINESSES
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

II. GENERAL PROVISIONS

A. BID OPENING
All bids submitted for supplies and/or services will be opened in public at the time, date and place, and in the manner herein specified, and all bidders are invited to be present at the opening of such bids. A final recap will be available from KCDA after bid awards are made. Under no circumstances will a bid be considered if filed after the hour specified in the invitation for bids. To be considered for award, a bid

response must be submitted according to the instructions and prior to the date and time indicated within. The times listed in any referenced schedule are Pacific Standard Time.

KCDA will not accept bids that are sent via fax or email.
The KCDA address is:

King County Director's Association
Purchasing Department
18639 80th Ave S
Kent, WA 98032

B. MODIFICATIONS/WITHDRAWAL OF BID

Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. Bids may also be modified or withdrawn in person by an authorized representative, who must sign a receipt for this action. Returned and/or unsubmitted bids shall become the responsibility of the bidder. Bids that are not resubmitted on or before the exact time of the opening may not be considered for award.

C. QUALITY STANDARDS

Whenever an item in this invitation for bid is described using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standards of quality. Brands of equal quality shall be considered, except where otherwise stated, provided the bidder specifies the brand, model and number on which their bid is submitted and submits samples, specifications and other information necessary to properly evaluate the bid. Any bid containing a brand which is not of equal quality at the sole discretion of KCDA, shall not be considered. KCDA will accept bids on new product only. Merchandise that has been refurbished or has been in storage for a long period of time is unacceptable.

D. REJECTION OF ANY OR ALL RESPONSES

KCDA reserves the right to accept or reject any or all bids and to waive informalities or irregularities in any bid or in the bidding process.

E. BINDING CONTRACT

It is understood that the offer represented by a bidder and an award made by the KCDA Board of Directors to the successful bidder, forms a binding contract. KCDA, under certain circumstances, will allow the assignment of contracts; however, no assignment can occur to another entity without written agreement from KCDA.

F. ESTIMATED QUANTITIES

Quantities, if shown on the bid forms, are estimated requirements of the members for whom KCDA acts as purchasing department based on historical ordering information. Such quantities represent the total quantity the cooperative anticipates purchasing over the life of the contract period. KCDA reserves the right to order more or less than the quantities stated in the bid. Any minimum order requirements or ordering restrictions should be so indicated as part of the bid response and will be subject to bid evaluation. Quantities ordered are based on actual requirements and the successful bidder will fulfill that requirement regardless of the manufacturer's policies regarding order completion.

G. CONTRACT PERIOD

Following an award, a contract would be issued as an annual contract from the date of KCDA Board acceptance, or as noted under Special Provisions. After the initial period, there is a possibility of three (3) renewals for the duration of one (1) year each. Pricing is firm for the first/initial period.

H. ORDERING SCHEDULE

Based upon accepted minimum order requirements set by the successful bidder, KCDA or KCDA members may submit orders once a contract has been established by the KCDA Board of Directors. KCDA reserves the right to place orders anytime, for any amount, during the contract period based upon any accepted minimum quantities and time restrictions set forth by the successful bidder attached to their bid response. Quantities and delivery dates listed in this bid are presented as a guide to the bidder, but will not be binding or limiting to the KCDA and its members.

I. EXTENDED CONTRACT PERIOD

By mutual written agreement of KCDA Board of Directors and the successful bidder, the initial contract period may be extended for additional periods, not to exceed extensions of 3 years total beyond the initial contract. Such extensions shall be at the awarded price in effect at the time and under the same terms and conditions as the original contract unless otherwise allowed under terms of the contract. Requests for extension shall be submitted to KCDA a minimum of 30 days prior to expiration of the existing contract term.

J. REQUESTED SAMPLES

It is the bidder's responsibility to provide samples, **if requested by KCDA**, for a bid response to be considered. Submit the samples to King County Directors' Association, 18639 80th Ave. S., Kent, Washington, 98032 **when requested**. All requested samples must be labeled with the bid number, KCDA's item number (as applicable) and bidder's name, and be submitted no later than seven (7) working days after request.

DO NOT ENCLOSE YOUR BID WITH THE SAMPLES.

K. DISPOSAL OF SAMPLES

Bid samples not picked up within 30 days after the bid award date shall become the property of the King County Directors' Association and shall be disposed of by distribution to the member school districts or by donation as deemed appropriate by KCDA.

L. KCDA NON-DISCRIMINATION STATEMENT

Bidders who desire to provide KCDA with equipment, supplies and/or professional services must comply with the following Non-Discrimination requirements. During the performance of this contract, the Bidder agrees as follows:

Bidder will comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

Any Bidder who is in violation of these requirements, or an applicable nondiscrimination program shall be barred forthwith from receiving bid awards or any purchase orders from KCDA.

M. INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Vendor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

N. PATENT INDEMNIFICATION

By accepting this order, Bidder agrees to save and hold harmless KCDA, its successors, assigns, customers and the users of its products from any liability, loss, damage, judgments, or awards, including costs and expenses arising out of any actions, claims, or proceedings for infringement of (a) any United States Letters Patent purporting to cover the material to be delivered to Buyer under this order, or its normal intended use and (b) any trademarks appearing with the material on delivery to KCDA; and further, Bidder agrees to defend KCDA, its successors, assigns, customers and the users of its products at Bidder's expense in all such actions, claims, or proceedings, provided that KCDA shall give Bidder prompt notice in writing of all such actions, claims, and proceedings, as well as notice of infringement and threats of suit for infringement.

O. SAFETY REQUIREMENTS

All items furnished under this bid, where applicable, must comply with all OSHA, WISHA, UL Approval, including but not limited to chapter 296-46B of the Washington Administrative Code and any other safety requirements imposed by KCDA, State or Federal agencies. Bidder further agrees to indemnify and hold KCDA harmless from all damages assessed against KCDA as a result of Bidder's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

P. RISK OF LOSS

Regardless of F.O.B. point, Bidder agrees to handle all claims and bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Bidder from any obligation hereunder.

Q. REJECTION
All goods or materials purchased herein are subject to approval by KCDA or the KCDA member. Any rejection of goods or materials resulting from non-conformity to the terms, conditions and specifications of an order, whether held by KCDA, KCDA member, or returned will be at Bidder's risk and expense.

R. SHIPMENT IDENTIFICATION
All invoices, packing lists, packages, shipping notices, instructions, correspondence and all other written documents affecting any KCDA order shall contain the applicable purchase order number. A packing list must be provided with every shipment being made to KCDA indicating all the products shipped and back ordered; also, every carton shipped pursuant to this order must be marked with the contents therein.

S. NO BID RESPONSE
If no offer is to be submitted at this time, do not return this bid. A letter should be forwarded to KCDA advising whether future bids of this type are desired. Failure of the recipient to notify KCDA of your intentions may result in removal of your name from the bidder's list.

T. BID AWARDS
Following evaluation, bids recommended for award will be awarded by the KCDA Board of Directors to the lowest responsible bidder meeting specifications and price as primary factors. KCDA reserves the right to award items in groups for ordering efficiencies, to meet minimum requirements (if accepted), to make multiple awards, or to reject any and all bids or portions thereof, to waive any minor irregularities in the bid process, or to make no awards, if in its sole judgment the best interests of KCDA and its members will not be served.

U. TERMINATION
Termination for Convenience: KCDA may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Vendor. Termination charges shall not apply unless both parties subsequently agree upon them. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Vendor prior to date of termination. KCDA will not be responsible for stock that the Vendor has on hand that has not been requested via a purchase order. Should the parties not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.

V. RECIPROCITY
Where allowed by law, KCDA may review responses from bidders outside the State of Washington to see if those bidders are from states that use restrictions against companies from the State of Washington when they respond to public bids. KCDA may use this information in making bid awards when multiple bidders appear to have submitted the same pricing, terms and conditions on a particular bid item or items.

W. FORCE MAJEURE
Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts;

injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

III. PREPARATION OF BID

A. SUBMITTAL OF BID RESPONSE
Submission of a response as designated in the bid instructions signifies that bidder will be bound to the terms and conditions of this bid unless an exception is made part of the submission and accepted by KCDA.

Bidder must submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, included as Attachment A. Bids received without this form may be considered non-responsive.

B. SIGNATURE
Bid responses are required to include the firm name, address, telephone number, contact name and authorized signature, signed in longhand by the person duly authorized to sign bid documents identified in the solicitation. Every attempt will be made to answer all questions. Where a response or addendum cannot be obtained prior to the bid opening, it is understood that the Bidder will assume the more stringent of requirements.

C. QUESTIONS/ADDENDUMS
All questions must be submitted in writing to the KCDA Purchasing Agent.

D. F.O.B. SHIPMENTS
Prices must be quoted in the UNIT SPECIFIED, PACKAGING INCLUDED and except for cash discount percentages, quoted NET, F.O.B. THE DELIVERY POINT specified in this bid, including the unloading of the merchandise. KCDA typically redistributes products to its members unless designated or requested as a direct ship method. All merchandise shipped to KCDA must be in packaging that can be reshipped, via common carrier, without damage. Any damage incurred due to insufficient packaging will be the responsibility of the supplier.
No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc.

E. PRODUCT IDENTIFICATION
All bid responses must confirm the manufacturer number, brand name or grade specified in the bid invitation and such identification shall be binding on the bidder. Bidders must insert the manufacturer number, brand name, grade and any other information necessary to clearly and properly describe and identify the articles they propose to furnish. If necessary attach additional documentation for this purpose. Alternates should be noted as an "alternate item" and properly identified with brand,

manufacturer number, etc. The bidder is not to alter the grade, brand, manufacturer number or description as given in the bid invitation. Questions on how to properly submit an alternate item must be directed to the named Purchasing Agent responsible for this bid.

F. QUANTITY PER UNIT OF MEASURE

Where applicable, if the quantity or volume per unit differs from that specified in the bid invitation for any particular item, it is mandatory to note such difference in the bid response. Any bid submitted not showing the quantity per unit of measure will be construed to mean the bidder will furnish the unit of measure as specified in the bid invitation and such interpretation shall be binding on the bidder. If the bidder provides a unit of measure different from the KCDA requirement, it will be construed as an alternate item. Any merchandise subsequently received in other than KCDA units must be repackaged to correct units. Repackaging is the responsibility of the bidder who has entered into the contract. Payment will not be tendered until the merchandise has been packaged to KCDA units. If necessary, KCDA reserves the right to repackage merchandise to KCDA units and charge the bidder for all fair and reasonable associated costs. KCDA requires that upon award, the successful bidder establish a factory pack unit and ship in that unit for the duration of the contract.

G. ALTERNATE SPECIFICATIONS

An alternate specification is where the bidder is offering a product or service significantly different than outlined in the bid request, and typically applies to items listed as “No Substitute”.

For alternate specifications to be considered, a request must be submitted to KCDA 15 working days prior to the bid opening. If accepted by KCDA, a clarification will be issued to all bidders on a bid addendum. Alternate specifications may be accepted if they meet the conditions above and they are deemed to be in the best interest of KCDA and their member agencies.

H. ERRORS/CORRECTIONS

Any erasures, interlineations or other correction in the bid must be initialed by the person(s) signing the bid. Corrections must be provided within the terms of the vendor response and accepted by KCDA.

I. INVOICING

It is understood that invoices issued by the manufacturer/dealer will reflect the shipping date of materials. It is also understood that actual delivery and install or training at the end user location may be delayed from the date of shipment. Subsequently, payment will be made after satisfactory delivery and acceptance by the end user of any quantity of merchandise shipped and/or installed. Advance discussion regarding payment terms on specific projects are recommended where this may occur. Where KCDA participates in the invoicing process, KCDA reserves the right to withhold payment to a vendor on a project until such time payment from the customer has been received.

Invoices enclosed with merchandise will not be accepted. Invoices shall contain the following information: purchase order number, item number, quantity ordered, quantity shipped, unit price, extension, terms and sales tax. Payments will be made on original invoicing only.

J. CASH DISCOUNTS/INVOICE PAYMENT TERMS

KCDA payment terms are Net-30 days. Cash discounts are encouraged and cash discount percent and terms may be entered on Attachment B. KCDA will subtract cash discount percentages where it is

deemed probable that KCDA will be able to take advantage of the offered discounts. KCDA will accept terms for as few as 15 days.

KCDA is required, by law, to process invoice payments through the King County Treasurer. Payment warrants can be issued weekly. The first day for start of terms shall begin with acceptance of delivery or installation by the end user or receipt of invoice, whichever is later. Invoices with discounts between 15 and 30 days will be paid within terms and net 30-day invoices will be paid on the first pay date after 30 days.

K. WASHINGTON STATE SALES TAX
Washington State sales taxes are not to be included in any items as part of the bid response, but will be added at the time of invoicing. All other taxes, including but not limited to any excise or business and occupation tax must be included in your bid price. The only taxes KCDA will pay upon invoice are the Washington State Sales tax.

IV. PRODUCT ACCEPTANCE

A. GENERAL POLICY
The Purchasing Department shall have the right to reject any and all articles that are not in strict conformity with requirements and specifications of the bid and the approved samples submitted by the bidder. The bidder must replace all rejected articles promptly with articles of quality equal to the specifications or samples submitted and remove rejected articles at his own expense. In the event of failure on the part of the bidder to promptly replace rejected articles, the Purchasing Department reserves the right to purchase same on the open market or of declaring the contract void. Any additional costs incurred to procure and distribute replacement product will be charged to the bidder.

V. BID PROTESTS

A. WHO MAY PROTEST
Only actual or potential bidders with a direct economic interest in the outcome may file a bid protest.

B. WHAT CAN BE PROTESTED
Acceptance or rejection of a bid proposal, award or proposed award of a bid, allegedly restrictive specifications, omission of a required provision, ambiguous or indefinite evaluation factors are all factors that can be protested.

C. HOW TO FILE A PROTEST
Protests may be filed with either the KCDA purchasing agent who issued the bid or with the KCDA purchasing manager.
Protests should include the following information:
1) Include the name, street address, email address, telephone and fax numbers of the protestor or their representative.
2) Be signed by the protestor or its representative.
3) Identify the solicitation or bid contract number.
4) Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
5) Set forth all information establishing that the protester is an interested party for the purpose of filing a protest.

6) Set forth all information establishing the timeliness of the protest.
7) Specifically request a ruling by the KCDA purchasing manager.
8) State the form of relief requested.

Appeals of protest ruling must be made in the following order:
1) KCDA Purchasing Manager,
2) KCDA Executive Director
3) KCDA Board of Directors.

D. WHEN TO PROTEST
Protests alleging improprieties in a solicitation must be filed before the bid opening time and date if the improprieties were apparent prior to that time. A solicitation defect that was not apparent before that time must be protested not later than 2 business days after the defect became apparent.

E. WHERE TO FILE A PROTEST
Protests must be sent to:
KCDA Purchasing Cooperative
PO Box 5550
Kent, WA 98064-5550

F. AFTER A PROTEST IS FILED
Upon receipt of a protest, KCDA will acknowledge receipt of the protest in writing either by mail, fax or email. The only time an acknowledgement is not sent will be if the protest is summarily dismissed. Protestors may be contacted for a meeting to review the protest. Within 10 days KCDA will make a decision as to the merits of the protest and notify the protestor of the decision and any remedies in the matter.

VI. PRODUCT TOXICITY REPORTS

A. HAZARDOUS CHEMICAL COMMUNICATION
In order to comply with the revised OSHA and Globally Harmonized System of Classification and Labelling of Chemicals (GHS), all bidders offering products on this bid that contain any toxic chemicals that may be harmful to the end user must provide a Safety Data Sheet (SDS). Awarded vendors are to use the list of awarded items presented at time of contract signing and submit an SDS sheet for each item, referencing the KCDA item number, within 30 days of the contract start date, to kcdasds@kcda.org.

Any hazardous material tax must be included in the price of the product bid. KCDA will not be held responsible for any additional taxes (other than Washington State Sales Tax) and will not pay them if noted as a separate line item on invoices.

VII. SPECIAL NOTATIONS

ATTACHMENT A - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
ATTACHMENT B - Terms by Manufacturer
ATTACHMENT C - Special Provisions

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

INVITATION FOR BIDS
BID #27-406 Sport Court and Field Lighting

BID DUE DATE: December 31, 2026 On or Before 2:00 PM PST

Attachment A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: _____

Title: _____

Firm: _____

Address: _____

City, State, Zip: _____

Date: _____

Email _____

Note: Electronic acceptance of these terms and conditions signifies compliance with above statement. (Line item Whse bids)

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

ATTACHMENT B
Terms by Manufacturer
Bid #27-406 Sport Court and Field Lighting
Bid Due Date: December 31, 2026 On or Before 2:00 PM PST

Bidder Name:		Address:	
Phone:	Fax:	City, State, Zip:	

TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times.

SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding.
NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.

Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Example: ABC Company Inc	$1,000	1-2 Weeks	25%	2024 List Price Sheet	Destination

Authorized Agents Signature _____ Date _____ Bid Number _____ Name of Firm _____

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

INVITATION FOR BIDS

Bid #27-406 Sport Court and Field Lighting

ATTACHMENT C – Special Provisions

THESE INSTRUCTIONS SUPERSEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Sport Court and Field Lighting to its members.

Total approximate value of this contract is between $13,000,000.00 and $17,000,000.00 annually. However KCDA does not guarantee any minimum or maximum value or number of orders.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's sales representative authorized to provide KCDA members with Sport Court and Field Lighting in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own IFB or gather necessary quotations.

Bidders must be an authorized manufacturer, sales representative or service dealer having a local sales, service and install presence in Washington State. The Bidder must also include a list identifying the states within which they are authorized to sell, service and install. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region or territory. Bidder must provide the list as a separate document when submitting a response. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. Bidders must have a local sales presence that either reside or can be contacted within the additional states named to enable KCDA members to have onsite consultation, needs assessment, installation, integration and training.

It is the intent of KCDA to award this contract to the most responsive, responsible vendor that can provide Sport Court and Field Lighting, and related services to KCDA members which meet the terms, conditions and specifications outlined in the IFB. The contracted services are to meet or exceed all federal, state, and industry standards in addition to requirements as defined, established, set forth, and adopted by each agency and/or organization.

The types of products and services covered under this contract may include, but are not limited to: LED luminaires; poles (steel and other materials); foundations and anchor bases; brackets, crossarms, and mounting hardware; electrical components, wiring, and lighting controls; fasteners and miscellaneous hardware; and related services such as lighting design, delivery, installation, training, and warranty support.

By conducting this solicitation, KCDA intends to provide savings and to offer its members a choice of Sport Court and Field Lighting at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

B. TIMELINE

November 16, 2026 & November 23, 2026	Advertised as Bid #27-406 in DJC Seattle, Oregon
December 31, 2026	Bids due no later than 2:00 P.M. PST
February 8, 2027	Award Recommendation
February 16, 2027	Board Approval
March 1, 2027	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington state per the specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington state pricing in order to calculate the pricing for other states.

Only digital online submission of bid through Public Purchase will be accepted.

- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid. No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations or exceptions stipulated in a bidder response, and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.

- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums, if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (www.kcda.org) under Contracts & Bids – Vendor Bids. Addendums will not be mailed or e-mailed. It is bidder's responsibility to check for issuance of any Addendums prior to submitting a bid. **All Addendums must be signed and returned with the bid document, or the bid may be considered non-responsive.**
- All documents with a signature field are required to be signed.

D. BID FORMAT

1. Preparation of the Bid Response

a. The IFB 27-406 is published in one PDF document on the KCDA Website, it is also published on the Public Purchase Website with all required documents and forms posted separately.

- **Cover Page** indicates the due date and where to send bid documents
- **Terms & Conditions**
- **Attachment A** Debarment Statement **(signature required)**
- **Attachment B** Terms by Manufacturer **(signature required)**
- **Attachment C** Special Provisions **(signature required)**
- **Attachment D** Manufacturer/Product Price List **(completion/signature required)**
- **Attachment E1** Miscellaneous Fees **(signature required)**
- **Attachment E2** Services Price Schedule **(complete, as necessary)**
- **Attachment F** Deviations **(signature required)**
- **Exhibit A** Spec Sheet
- **Company Profile (signature required)**
- **Certification of Compliance (signature required)**
- **EDGAR Certification Form (signature required)**

b. Bid forms requiring signatures shall be submitted by the person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.
d. In case of an error in extension of prices in the bid, unit prices shall govern.
e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between KCDA and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Response

Bidders shall submit all required bid documents electronically through Public Purchase. All bid documents should be combined into a single PDF with the exception of Attachment D, Attachment B, Attachment E2 and any supplemental pricing pages. These attachments and supplemental pricing pages must be submitted in separate Excel documents.

Bid responses must be organized in a clear, logical digital structure that follows the sequence of sections identified in this solicitation. Responses should be direct, concise, complete, and easy to navigate. Bidders who fail to organize their digital submission in a readable and well-structured format risk being considered non-responsive. Proper digital organization allows KCDA to review and evaluate bids efficiently and in a timely manner.

Company Profile/Information

- Company Profile form
- Responses should include a brief introduction informing KCDA of the qualifications and experience of the Bidder, along with a brief company history.
- Reference requirements: (3-5). Projects should be of similar size and complexity, preference given for government contracts.

Response Forms

- Attachment A - Debarment Statement
- Attachment B - Terms by Manufacturer (option: bidder may include this information in their own format as part of the pricing pages)
- Attachment C - Special Provisions
- Attachment D - Manufacturer/Product Price List
- Attachment E1 - Miscellaneous Fees
- Attachment E2 – Services Price Schedule
- Attachment F - Deviations
- Certification of Compliance with Wage Payment Statutes
- EDGAR Certification Form

Pricing Pages

- Price sheets supplied in IFB.
- A listing of products or services which are not listed on the price list which Bidder can provide and may be considered as a value add for KCDA member agencies.

Product Line Brochures and Literature

Marketing Plan

- List tradeshows and conferences. Show examples of flyers or describe how bidder will market the KCDA contract.

Authorized Dealers/Vendor Partners

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.

Addendums

E. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) "touch base" meetings with KCDA per year. One of those meetings may be participating in the KCDA Vendor Fair.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

F. EQUIPMENT & RELATED PRODUCTS

1. New Equipment
   All Sport Court and Field Lighting products provided under this contract must be new, not been used previously and are being actively marketed by the manufacturers' authorized dealers.
   All branded materials and components, spare parts, application software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of new manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.
   See the Attachment D Product Price List for specifications for the product details.

2. Installation/Removal
   a. The installation and/or removal of materials for Sport Court and Field Lighting shall be performed in a professional manner. The members' premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies' premises and equipment that occurred during installation/removal.
   b. Personnel in charge of the installation must be available to coordinate installation with member agency's internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
   c. Installation crews may be working around students, teachers and general staff. Installation may require off-hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
   d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.
   e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
   f. Installment requirements (electrical certifications, licenses, permits etc.).

3. Newly Installed Equipment or Related Product Problems
   Member agency will evaluate the performance of newly installed products/equipment for a 15-day period after installation. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:
   - Repair or other action to correct the problem including training or modifications made to member's satisfaction
   - The replacement of the product with another product/equipment of the same brand and model, at no additional cost (including delivery and installation) to the member agency, or -
   - Return of the product/equipment with cancellation of the order at no charge to the member agency.

4. Inspection/Testing/Acceptance
   a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

5. Maintenance, Repair and Service
   a. Maintenance, repair and service related to the operation of Sport Court and Field Lighting must be provided to member agency.
   b. Excessive Service and Downtime: Sport Court and Field Lighting including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all Sport Court and Field Lighting will be operational at least 98% of normal business hours. Sport Court and Field Lighting products that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants and a corrective action and resolution will be made in a manner that is best for the member agency.
   c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
   d. Awarded vendor must guarantee the availability of repair parts for a minimum of ten (10) years subsequent to member agencies acceptance of the contracted Sport Court and Field Lighting.

6. Relocation/Transfer
   a. Member agencies shall be afforded the option to relocate/transfer contract 27-406 Sport Court and Field Lighting from one member location to another member location as deemed necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.
   b. Alternately member agencies may elect to have the awarded vendor relocate/transfer the Sport Court and Field Lighting. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of Sport Court and Field Lighting must be coordinated with member agency contact personnel responsible for the contract.

7. New Products and/or Services
   Sport Court and Field Lighting products/equipment must meet the scope of work to be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product or service. KCDA may reject any additions without cause.

8. Discontinued Products
   If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.

G. TRAINING & SUPPORT

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge per hour for additional training, if applicable (see Bid Sheet).

a. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agencies training need. It is understood that some training may be provided free of charge and some may incur charges. Please outline your training philosophy and related pricing structure.
b. If desired, follow up training may also be scheduled to further support usage and to identify any individual training needs. Please include follow up training pricing as well.

H. PUBLIC WORKS LANGUAGE

Vendor agrees that, in performance of the services required under this agreement, vendor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the vendor to determine applicability and requirements of any such laws and to abide by them.

1. **Public Works**
   State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with state regulations regarding payment of prevailing wages on public works projects. Prevailing wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at https://secure.lni.wa.gov/wagelookup/ or by contacting Labor and Industries at 360-902-5335. A printed copy may also be requested from KCDA. KCDA serves all counties in Washington State. The county in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in effect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition: Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Identification of Licensed Subcontractors: RCW 39.30.060 Bids on public works—Identification, substitution of licensed subcontractors.

(1) Every invitation to bid on a prime contract that is expected to cost $1,000,000 or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 or an institution of higher education as defined under RCW 28B.10.016 shall require each prime contract bidder to submit:

(a) At the published bid submittal time, the names of the licensed subcontractors and proof of license with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work, if it is licensed to perform the work for which it has named itself. Errors identified by the contracting agency in the proof of license information must be corrected by the bidder within 48 hours of submission; and

(b) Within 48 hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

(2) The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

(3) Substitution of a listed subcontractor in furtherance of bid shopping or bid peddling before or after the award of the prime contract is prohibited and the originally listed subcontractor is entitled to recover monetary damages from the prime contract bidder who executed a contract with the public entity and the substituted subcontractor but not from the public entity inviting the bid. It is the original subcontractor's burden to prove by a preponderance of the evidence that bid shopping or bid peddling occurred. Substitution of a listed subcontractor may be made by the prime contractor for the following reasons:

(a) Refusal of the listed subcontractor to sign a contract with the prime contractor;

(b) Bankruptcy or insolvency of the listed subcontractor;

(c) Inability of the listed subcontractor to perform the requirements of the proposed contract or the project;

(d) Inability of the listed subcontractor to obtain the necessary bonding, insurance, or other statutory requirements to perform the work detailed in the contract;
(e) Refusal or inability to provide a letter of bondability from a surety company; or
(f) The listed subcontractor is barred from participating in the project as a result of a court order or summary judgment.

(4) The requirement of this section to name the prime contract bidder's proposed subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

(5) This section does not apply to design-build requests for proposals under RCW 39.10.330, to general contractor/construction manager requests for proposals under RCW 39.10.350, or to job order contract requests for proposals under RCW 39.10.420.

Apprentice Utilization Requirements (AURs): RCW 39.04.320 Apprenticeship training programs—Public works contracts—Adjustment of specific projects—Report and collection of agency data—Apprenticeship utilization advisory committee created.

(1)(a)(i) Except as provided in (b) through (d) of this subsection, from January 1, 2005, and thereafter, for all public works estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(ii) As of July 1, 2024, for all public works contracts awarded by a municipality estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2026, for all public works contracts awarded by a municipality estimated to cost $1,500,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2028, for all public works contracts awarded by a municipality estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(b) For contracts advertised for bid on or after July 1, 2020, for all public works by the department of transportation estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.
(c) For contracts advertised for bid on or after January 1, 2010, for all public works by a school district estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.
(d) For contracts advertised for bid on or after January 1, 2012, for all public works by a four-year institution of higher education estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(2) Awarding entities may adjust the requirements of this section for a specific project for the following reasons:
(a) The demonstrated lack of availability of apprentices in specific geographic areas;
(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation;
(c) Participating contractors have demonstrated a good faith effort to comply with the requirements of this section; or
(d) Other criteria the awarding entity deems appropriate, which are subject to review by the office of the governor or the municipality's legislative authority if the awarding entity is a municipality.

(3) The secretary of the department of transportation shall adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas; or

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation.

(4)(a) This section applies to public works contracts awarded by the state, to public works contracts awarded by school districts, to public works contracts awarded by state four-year institutions of higher education, and to public works contracts awarded by a municipality. However, this section does not apply to contracts awarded by state agencies headed by a separately elected public official or housing authorities as defined in RCW 35.82.020.

(b) Within existing resources, awarding agencies and municipalities are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency and municipality must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

(c) In lieu of the monetary penalty and incentive requirements specified in (b) of this subsection, the Washington state department of transportation may use its three strike system for ensuring compliance including the allowance for a good faith effort.

(5)(a) The department of labor and industries must provide information and technical assistance to affected agencies and municipalities, and collect the following data from affected agencies and municipalities for each project covered by this section:

(i) The name of each apprentice and apprentice registration number;

(ii) The name of each project;

(iii) The dollar value of each project;

(iv) The date of the contractor's notice to proceed;

(v) The number of apprentices and labor hours worked by them, categorized by trade or craft;

(vi) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and

(vii) The number, type, and rationale for the exceptions granted under subsection (2) of this section.

(b) The department of labor and industries and the municipal research and services center shall provide training, information, and ongoing technical assistance to municipalities in order to comply with apprenticeship utilization requirements. Training must include, but not be limited to, department of labor and industries reporting requirements, contract administration including sample contract language, and best practices on how a municipality's governing authority must adopt apprenticeship guidelines, including procedures, rules, and instructions to ensure compliance relating to a contractor that seeks a good faith waiver of apprenticeship utilization requirements.

(c) The department of labor and industries shall provide information and technical assistance with apprenticeship utilization reporting. The department of enterprise services shall make available sample contract language and provide contract administration advice pertaining to apprenticeship requirements.

(6) The secretary of transportation shall establish an apprenticeship utilization advisory committee, which must include statewide geographic representation and consist of equal numbers of

representatives of contractors and labor. The committee must include at least one member representing contractor businesses with less than 35 employees. The advisory committee shall meet regularly with the secretary of transportation to discuss implementation of this section by the department of transportation, including development of the process to be used to adjust the requirements of this section for a specific project.

(7) At the request of the senate labor, commerce, research and development committee, the house of representatives commerce and labor committee, or their successor committees, and the governor, the department of enterprise services and the department of labor and industries shall compile and summarize the agency and municipality data and provide a joint report to both committees. The report must include recommendations on modifications or improvements to the apprentice utilization program and information on skill shortages in each trade or craft.

(8) All contracts subject to this section must include specifications that a contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of this section.

(9) This section establishes the minimum apprenticeship utilization requirements on public works contracts awarded by a municipality. Any standards or requirements relating to apprenticeship utilization established by any applicable local law or ordinance that are more favorable to apprentices than the minimum requirements under this section are not affected by this section and those more favorable laws apply and may be enforced as provided by law.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

2. Prevailing Wage

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the contractor, and may not be added as a line item charged to the member agency**. **All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions**, Davis-Bacon** prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal

funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at https://sam.gov/content/wage-determinations. Contractors/subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to, paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier, to the member agency for their review and verification, as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member agency.

3. Responsible Bidder

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

State Responsibility Criteria**.** The bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
    a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington State, as required in Title 51 RCW;
    b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
    c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
    a. The bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapter 49.46, 49.48 or 49.52 RCW.
    b. As determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.
    c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The bidder may make a written request to modify

any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The 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 contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

4. Payment & Performance Bond

The prime contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand ($150,000) dollars or less. In this instance, at the option of the contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

5. Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

6. Permits

Obtaining permits is the responsibility of the member. Awarded contractor may provide guidance and/or assistance in obtaining necessary permits. If contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

7. Certificate of Insurance

A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

8. Acceptable Pricing Method

KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

9. Progress Payments

The contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

1. Contract Number
2. Bid item ID, bid quantity, unit, unit price and description as appropriate
3. Sales Tax as applicable

The Payment Request will be reviewed by the member before payment is made. If the member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the contractor or subcontractors.

10. Payment Retainage

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

1. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA member agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
2. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.010. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

11. Force Majeure

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

I. PRICING

IFB - The bidder shall submit pricing on the Pricing Pages included or on Attachment B in this IFB. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Sport Court and Field Lighting, if applicable, pricing may be by line item or discount off manufacturer price list on Attachment B. Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the IFB response either by item or via catalog discount. On the pricing sheet or with supplemental documentation, list and group accessories and materials by manufacturer for ease of identification. Respondents will choose only one pricing method to be used per manufacturer. Proposals received that provide both for a single manufacturer will be found non-responsive.

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal.

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between Bidder and KCDA that the Bidder's pricing does not include the cost for any site-specific conditions or requirements. Site specific requirements shall be addressed on a case-by-case basis at the time the order is placed. Any additional costs are to be priced by methods designated under "Options", or by RS Means, as indicated in bidder's response to this solicitation.

Warranty**:** Describe the warranties that apply to the products offered in the IFB response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer's warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in Attachment D of the IFB response.

Risk of Loss or Damage: Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Taxes: Member agencies, who have obtained Sport Court and Field Lighting under the terms of this contract, will be responsible for payment of all taxes such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

J. FUNDING OUT CLAUSE

Any acquisition agreement with a KCDA member agency that exceeds one (1) year shall include a standard "funding out" clause. Such an acquisition is a commitment of the entity's current revenue only, provided the agreement contains either or both of the following provisions:

1. Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the agreement.
2. Conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the acquisition.

K. AUTHORIZED DEALERS/VENDOR PARTNERS

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders network of authorized dealers/vendor partners for Sport Court and Field Lighting, however the awarded vendor shall be responsible for the actual job performance of each and every authorized dealer/vendor partner. This includes, but is not limited to proper ordering process and reporting, or submittal of 2% service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or purchasing agent may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with the Purchasing Agent a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;
- It is accompanied by documentation acceptable to the Purchasing Agent sufficient to warrant the change.

L. AWARD

1. Evaluation

   It is the intent of KCDA to award a manufacturer's complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the most responsive and responsible bidder per unique manufacturer specifications that meet IFB terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

   Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

   The following criteria will be used in evaluating responses to this IFB. An award is anticipated to be made to bidder(s) with the highest ratings while considering coverage area. Subsequently, multiple awards may be made.

Evaluation Criteria and Weight

Proper submission of proposal and presentation of full and complete product/service offering that can meet a variety of member agencies' requirements/timelines	10
Comprehensiveness of product and services provided	20
Related Experience	15
Pricing	35
Reputation and references	20
TOTAL POSSIBLE POINTS	**100**

Clarification and/or Discussions

Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level as other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

Competitive Range: KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

M. ORDER PROCESS & REPORTING

1. The awarded vendor must verify that a customer is a KCDA member. A current list of member agencies is posted on the KCDA website under "Membership". If the customer is not posted on the KCDA website, the awarded vendor must verify membership with the KCDA Contract Specialist. If the customer is not a member, but is eligible to become a member, the Contract Specialist will give the customer instructions regarding the membership process.

2. The awarded vendor will submit a signed and dated proposal or quote to the KCDA member in accordance with the pricing awarded under this contract. **All line items and charges must include the KCDA 2% service fee as a part of the price to the member agency. Do not list the 2% fee as a separate line item.** The awarded vendor must specifically state the KCDA contract **#27-406** on the proposal to the KCDA member. The proposal should identify the member contact name, email address and phone number for the person responsible for approving the purchase. This information is critical, and if not provided, may be grounds for delaying the processing of the order as well as eventual payment to the vendor.

3. The KCDA member will draft and submit their purchase order, made out to KCDA, and a copy of the proposal to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA purchase order to the designated point of contact at the vendor. The Contract Specialist will request additional information, such as scope of work and item/part numbers, along with pricing for each line item, as needed. Failure to provide adequate evaluation information may result in a delay of approval by Contract Specialist.

4. A copy of the order will be kept on file at KCDA.

5. The awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a purchase order from KCDA.

6. Orders processed against this contract with customers who are not KCDA members or without emailed approval from KCDA are in violation of contract specifications. Awarded vendors not following proper procedures may be removed from consideration for future awards.

7. Invoicing: The awarded vendor will send invoices to KCDA. KCDA will contact the member to make sure the job is complete or that a progress payment is agreed to. KCDA will then invoice the member. Upon receipt of payment from the member, KCDA will pay the vendor less the 2% service fee, withholding retainage, as necessary.

8. KCDA reserves the right to revise the ordering process above at its discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with the awarded vendor.

N. CHRISTIAN DOCTRINE

Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Signature_____

Must be same signature that appears on the bid response forms

King County Directors' Association

Bid #27-406 Sport Court and Field Lighting

Bid Price Sheet

Use this price sheet to submit bid pricing for the complete lighting system described in Exhibit A, including all equipment, materials, services and options needed to meet the specification (for example luminaires, poles, foundations, electrical and control components, mounting hardware, and installation as defined in Exhibit A, Part 3, 1.B). Price each item at the target light level shown. If you propose an alternate pole layout or product, price the standard layout on this sheet and attach the alternate separately as described in the solicitation.

Bidder to fill out all white cells in below chart

Item No.	Field / Court Layout	Pole Setback	Target Light Level (fc)*	Target Uniformity (max:min)*	Grid Spacing	Grid Points*	Number of Poles	Mounting Height (ft)	Number of Luminaires	Connected Load (kW)	List/Retail Price	Wind Adder (% per 10 mph above base)	Bid Price
A - Football Field (standard 4-pole layout, poles at the 15-yard line)													
a1 (50 fc)	360' x 160'	50'	50	2.0:1	30' x 30'	72							
a1 (30 fc)	360' x 160'	50'	30	2.5:1	30' x 30'	72							
a2 (50 fc)	360' x 160'	70'	50	2.0:1	30' x 30'	72							
a2 (30 fc)	360' x 160'	70'	30	2.5:1	30' x 30'	72							
a3 (50 fc)	360' x 160'	100'	50	2.0:1	30' x 30'	72							
a3 (30 fc)	360' x 160'	100'	30	2.5:1	30' x 30'	72							
a4 (50 fc)	360' x 160'	120'	50	2.0:1	30' x 30'	72							
a4 (30 fc)	360' x 160'	120'	30	2.5:1	30' x 30'	72							
B - Soccer Field													
b1 (50 fc)	330' x 195'	30'	50	2.0:1	30' x 30'	77							
b1 (30 fc)	330' x 195'	30'	30	2.5:1	30' x 30'	77							
b2 (50 fc)	330' x 195'	50'	50	2.0:1	30' x 30'	77							
b2 (30 fc)	330' x 195'	50'	30	2.5:1	30' x 30'	77							
b3 (50 fc)	360' x 210'	30'	50	2.0:1	30' x 30'	84							
b3 (30 fc)	360' x 210'	30'	30	2.5:1	30' x 30'	84							
b4 (50 fc)	360' x 210'	50'	50	2.0:1	30' x 30'	84							
b4 (30 fc)	360' x 210'	50'	30	2.5:1	30' x 30'	84							
b5 (50 fc)	360' x 225'	30'	50	2.0:1	30' x 30'	96							
b5 (30 fc)	360' x 225'	30'	30	2.5:1	30' x 30'	96							
b6 (50 fc)	360' x 225'	50'	50	2.0:1	30' x 30'	96							
b6 (30 fc)	360' x 225'	50'	30	2.5:1	30' x 30'	96							
C - Softball Field (60' base path); light levels shown as infield / outfield													
c1 (50/30 fc)	200' radius	n/a	50 / 30	2.0:1 / 2.5:1	20' x 20'	25 / 71							
c1 (30/20 fc)	200' radius	n/a	30 / 20	2.5:1 / 3.0:1	20' x 20'	25 / 71							
c2 (50/30 fc)	225' radius	n/a	50 / 30	2.0:1 / 2.5:1	20' x 20'	25 / 94							
c2 (30/20 fc)	225' radius	n/a	30 / 20	2.5:1 / 3.0:1	20' x 20'	25 / 94							
c3 (50/30 fc)	250' radius	n/a	50 / 30	2.0:1 / 2.5:1	20' x 20'	25 / 119							
c3 (30/20 fc)	250' radius	n/a	30 / 20	2.5:1 / 3.0:1	20' x 20'	25 / 119							
c4 (50/30 fc)	300' radius	n/a	50 / 30	2.0:1 / 2.5:1	20' x 20'	25 / 176							
c4 (30/20 fc)	300' radius	n/a	30 / 20	2.5:1 / 3.0:1	20' x 20'	25 / 176							
c5 (50/30 fc)	325' radius	n/a	50 / 30	2.0:1 / 2.5:1	20' x 20'	25 / 209							
c5 (30/20 fc)	325' radius	n/a	30 / 20	2.5:1 / 3.0:1	20' x 20'	25 / 209							
D - Baseball Field (90' base path); light levels shown as infield / outfield													
d1 (70/50 fc)	300' radius	n/a	70 / 50	2.0:1 / 2.0:1	30' x 30'	25 / 71							
d1 (50/30 fc)	300' radius	n/a	50 / 30	2.0:1 / 2.5:1	30' x 30'	25 / 71							
d2 (70/50 fc)	300'/325'/300'	n/a	70 / 50	2.0:1 / 2.0:1	30' x 30'	25 / 78							
d2 (50/30 fc)	300'/325'/300'	n/a	50 / 30	2.0:1 / 2.5:1	30' x 30'	25 / 78							

Item No.	Field / Court Layout	Pole Setback	Target Light Level (fc)*	Target Uniformity (max:min)*	Grid Spacing	Grid Points*	Number of Poles	Mounting Height (ft)	Number of Luminaires	Connected Load (kW)	List/Retail Price	Wind Adder (% per 10 mph above base)	Bid Price
d3 (70/50 fc)	350' radius	n/a	70 / 50	2.0:1 / 2.0:1	30' x 30'	25 / 100							
d3 (50/30 fc)	350' radius	n/a	50 / 30	2.0:1 / 2.5:1	30' x 30'	25 / 100							
d4 (70/50 fc)	320'/360'/320'	n/a	70 / 50	2.0:1 / 2.0:1	30' x 30'	25 / 100							
d4 (50/30 fc)	320'/360'/320'	n/a	50 / 30	2.0:1 / 2.5:1	30' x 30'	25 / 100							
d5 (70/50 fc)	330'/400'/330'	n/a	70 / 50	2.0:1 / 2.0:1	30' x 30'	25 / 117							
d5 (50/30 fc)	330'/400'/330'	n/a	50 / 30	2.0:1 / 2.5:1	30' x 30'	25 / 117							
E - Tennis Courts													
e1	2 courts	n/a	50	2.0:1	20' x 20'	n/a							
e2	3 courts	n/a	50	2.0:1	20' x 20'	n/a							
e3	4 courts	n/a	50	2.0:1	20' x 20'	n/a							
e4	6 courts	n/a	50	2.0:1	20' x 20'	n/a							
F - Basketball, Outdoor													
f1	1 court	n/a	50	2.0:1	20' x 20'	n/a							
G - Basketball, Indoor													
g1	94' x 50'	n/a	75	2.5:1	10' x 10'	n/a							

H - Other product / service offerings pertaining to Sport Court and Field Lighting (optional)

Optional items are priced separately and are not part of the base bid evaluation unless the solicitation states otherwise.

Item No.	Description	Price ($)
h1		
h2		
h3		

Compliance and terms

Prevailing wage: Installation labor is subject to all prevailing wage requirements that apply at the project location, using the published wage rates for the project county in effect on the applicable date. Bidder lists labor rates by classification below.

Freight: All pricing includes freight to the project site (FOB destination).

Field sizes: Fields between listed sizes are priced at the next larger listed size.

Exceptions and alternates: Requests to approve equivalent products or alternate layouts must be submitted as described in the solicitation, before the stated deadline.

Company Name: _____

Signature: _____

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

INVITATION FOR BIDS
BID #27-406 Sport Court and Field Lighting

BID DUE DATE: December 31, 2026 On or Before 2:00 PM PST

Attachment E
SIGNATURE PAGE AND MISCELLANEOUS FEES

The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the Invitation For Bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Contract Prices Offered
1. Firm for annual contract ( )
2. Firm for initial order only ( )
3. Variable by item/group ( ) *(Identify under separate cover)*

MISCELLANEOUS FEES
In some cases, additional charges may be necessary. These costs are for items delivered direct to members. Attach additional pages as may be necessary for each manufacturer. "TBD", "Job by Job" etc. is not acceptable and may disqualify your response. **Bidders should list out any other pricing for services on additional pages as needed within this section.**

Delivery Fee:	$_____	% or mileage rate
Installation Fee:	$_____	per hour
		(comply w/ Prevailing Wage - RCW 39.04.010, 39.12.010 & 020)
Design Fee:	$_____	
Performance Bond:	$_____	
Demolition Fee:	$_____	
Restock Fees:	$_____	
Lift Gate Fee when required	$_____	
OTHER _____	$_____	

NOTE : If services are not documented in pricing pages, fees must be justified by using RS Means.

FUTURE DELIVERIES
On occasion, KCDA members will place orders near the end of the contract period for delivery after the contract period has expired. Will your company honor orders placed during the contract period for future delivery?

_____No _____ Yes _____Yes, but only if delivered within 1 / 3 / 6 months (Circle one)

Signed: _____
Firm Name: _____
Name and Title: _____
Telephone No.: _____
Email: _____

**Note: All lines of information must be provided with submittal. Electronic acceptance of these terms and conditions signifies compliance with all terms and conditions.

Attachment E2 - Services Price Schedule
KCDA #27-406, Sport Court and Field Lighting

NOTE: If your company provides any of the services listed below, please complete the price schedule.
If services are not documented in pricing pages, fees must be justified by using RS Means.

	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Design Services						

	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Installation Services						

	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Training Services	ex: Initial (must price)					
	Ex: Follow up training (must price)					

	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Support Services						

***Please detail additional discounts on large projects.**

MISCELLANEOUS FEES

In some cases additional charges may be necessary. These costs are for items delivered direct to member agencies. Attach additional pages as may be necessary for each manufacturer.

Performance Bond:	$ _____	
Shipping:	$ _____	
Lift Gate Fee when required	$ _____	or RS Means
Rental Scaffolding/Lifts	$ _____	or RS Means
Raceways	$ _____	or RS Means

FUTURE DELIVERIES

On occasion, KCDA Members will place orders near the end of the contract period for delivery after the contract period has expired.
Will your company honor orders placed during the contract period for future delivery?

No ____ Yes ___ Yes, but only if delivered before _____

ATTACHMENT F
Deviations

Bid #27-406 Sport Court and Field Lighting

INSTRUCTIONS:

1. If "NO" is checked below, complete this form by signing it at the bottom.
2. If "YES" is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
3. Scan this form plus any attachments into a single PDF document.
4. Title the file "Attachment F - Deviations".
5. Exceptions to local, state or federal laws cannot be accepted under this bid.

☐ **NO, this bidder does not have deviations (exceptions or alternates) to any terms, conditions and/or specifications listed in the bid documents.**

☐ **YES, this bidder has the following deviations to the terms, conditions and/or specifications listed in the bid documents.**

Section/Item	Specification (describe)	Details of Deviation

Signature _____

Exhibit A - 27-406 Field / Sport Court
Lighting Product Spec Sheet

Part 1 - General

1. Summary

A. The Lighting project includes:

i. Galvanized steel (or other corrosion-resistant structural material) pole and luminaire mounting cross arm

ii. LED Luminaire with appropriate glare/spill light control

iii. Drivers and supporting electrical components (in separate enclosures or integral to the luminaire)

iv. Engineered pole foundations

v. Control system

vi. Installation of the foundations, poles, and luminaires

vii. Installation of the electrical system per RS Means

viii. Manufacturer should include an adder expressed as a % for the structures in excess of the specified wind speeds. See Part 2, Section 1.H.ii.

B. The purpose of this specification is to define the performance standards, product values and features, project management, state contracting licensing, required manufacturer's service responsibilities, and design standards. Equivalent products that meet the performance requirements in this specification will be considered. The process and deadline for requesting approval of alternates are stated in the solicitation.

C. The project goals are as follows:

i. Guaranteed Light Levels: Selection of the appropriate light levels impact the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for the life of the warranty.

ii. Environmental Light Control: It is the primary goal to minimize spill light to adjoining properties and glare to the players, spectators, and neighbors. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances pertaining to Dark Skies, offsite spill, and glare.

iii. Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy-efficient and cost-effective to operate. Maintenance costs shall be minimized and, during the warranty term, covered by the manufacturer, and the field(s) should be proactively monitored to detect luminaire outages for duration of the warranty.

iv. Control and Monitoring: To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages by the manufacturer or its designated provider over the life of the warranty. All communication and monitoring costs for the life of the warranty shall be included in the pricing.

2. Sports Lighting Performance

A. The manufacturer shall supply lighting equipment and computer-generated point by point analysis to meet the following:

i. The performance shall be in accordance with IES RP-6-22, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.

ii. Uniformity Ratio: The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:

1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the luminaire and shall be maintained for the warranty life.

Football – Standard 4-pole layout, with poles located at the 15-yard line

Field Size	Target Light Level (footcandles)	Target Uniformity (max:min ratio)	Grid Spacing	Grid Points
360’ x 160’	50	2.0:1	30’ x 30’	72
360’ x 160’	30	2.5:1	30’ x 30’	72

Soccer – Standard 4-pole layout, with poles at a downline distance of 0.70 x (1/2 field length) from the field’s centerline. Standard end pole locations for a 6-pole design downline distance of 0.86 x (1/2 field length) from field’s centerline with the center pole for the 6-pole design downline distance at the field’s centerline or 0 feet.

Field Size	Target Light Level (footcandles)	Target Uniformity (max:min ratio)	Grid Spacing	Grid Points
330' x 195'	50	2.0:1	30’ x 30’	77
330' x 195'	30	2.5:1	30’ x 30’	77
360' x 210'	50	2.0:1	30’ x 30’	84
360' x 210'	30	2.5:1	30’ x 30’	84
360' x 225'	50	2.0:1	30’ x 30’	96
360' x 225'	30	2.5:1	30’ x 30’	96

Baseball (90’ Base path) – Standard A-pole locations are 1/2 basepath + 5’ downline and 1/2 basepath + 10’ setback. Standard B-pole locations for a 4-pole design are 5’ beyond outfield fence and 10’ setback. Standard B-pole locations for a 6-pole and 8-pole design are (length of foul line + 1/2 basepath) / 2 downline and 40’ setback. Standard C-pole locations are 5’ beyond the outfield fence and 20 degrees from foul line on 6-pole design and 10 degrees from foul line on 8-pole design. Standard D-pole locations are 5’ beyond the outfield fence and 30 degrees from foul line of 8-pole design.

Field Size	Light Level Infield (fc)	Light Level Outfield (fc)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points Infield	Grid Points Outfield
300' radius	70	50	2.0:1	2.0:1	30' x 30'	25	71
300' radius	50	30	2.0:1	2.5:1	30' x 30'	25	71
300'/325'/300'	70	50	2.0:1	2.0:1	30' x 30'	25	78
300'/325'/300'	50	30	2.0:1	2.5:1	30' x 30'	25	78
350' radius	70	50	2.0:1	2.0:1	30' x 30'	25	100
350' radius	50	30	2.0:1	2.5:1	30' x 30'	25	100
320'/360'/320'	70	50	2.0:1	2.0:1	30' x 30'	25	100
320'/360'/320'	50	30	2.0:1	2.5:1	30' x 30'	25	100
330'/400'/330'	70	50	2.0:1	2.0:1	30' x 30'	25	117
330'/400'/330'	50	30	2.0:1	2.5:1	30' x 30'	25	117

Softball (60’ Base path) – Standard A-pole locations 1/2 basepath + 5’ downline and 1/2 basepath + 10’ setback. Standard B-pole locations for a 4-pole design are 5’ beyond outfield fence and 10’ setback. Standard B-poles locations for a 6-pole design are (length of foul line + 1/2 basepath) / 2 downline and 40’ setback. Standard C-pole locations for a 6-pole design are 5’ beyond the outfield fence and 20 degrees from foul line.

Field Size	Light Level Infield (fc)	Light Level Outfield (fc)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points Infield	Grid Points Outfield
200' radius	50	30	2.0:1	2.5:1	20' x 20'	25	71
200' radius	30	20	2.5:1	3.0:1	20' x 20'	25	71
225' radius	50	30	2.0:1	2.5:1	20' x 20'	25	94
225' radius	30	20	2.5:1	3.0:1	20' x 20'	25	94
250' radius	50	30	2.0:1	2.5:1	20' x 20'	25	119
250' radius	30	20	2.5:1	3.0:1	20' x 20'	25	119
300' radius	50	30	2.0:1	2.5:1	20' x 20'	25	176
300' radius	30	20	2.5:1	3.0:1	20' x 20'	25	176
325' radius	50	30	2.0:1	2.5:1	20' x 20'	25	209
325' radius	30	20	2.5:1	3.0:1	20' x 20'	25	209

Tennis – Standard pole locations are 6’ beyond the serving line and 3’ outside the fence.

Court layout	Target Light Level (footcandles)	Target Uniformity (max:min ratio)
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

Basketball - Outdoor - Lighting shall be provided utilizing LED luminaires

Court layout	Target Light Level (footcandles)	Target Uniformity (max:min ratio)
1	50 fc	2.0:1

Basketball - Indoor - Lighting shall be provided utilizing LED luminaires

Court layout	Target Light Level (footcandles)	Target Uniformity (max:min ratio)
94’ x 50’	75 fc	2.5:1

3. Point by Point Analysis

A. Measurements of light shall be demonstrated on computer generated model that consists of a grid of specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing each field. Pole locations and quantities in the headings above are standard layouts used for pricing. Alternate layouts that meet or exceed every performance requirement in this specification will be considered, provided the bidder also prices the standard layout in Attachment D. Fields between listed sizes will be priced at the next larger listed size.

B. Light Level and Uniformity Ratio shall be calculated and shown on the computer-generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

Computer Models - Test Stations

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30’ x 30’
Soccer	Entire Field	30’ x 30’
Baseball	Entire Field	30’ x 30’
Softball	Entire Field	20’ x 20’
Tennis	Entire Field	20’ x 20’
Basketball -Outdoor	Entire Field	20’ x 20’
Basketball – indoor	Entire Field	10’ x 10’

4. Spill/Glare Equipment

A. Light Control Luminaires: All luminaires shall incorporate optical design and, where needed to meet the spill and glare requirements of this specification, internal shields, louvers, external shields, or other light control devices.

B. Glare Control: Maximum luminaire intensity, measured in candela toward any point located 5' above grade and 150' from the edge of the field in any direction outside the field of play, shall not exceed the following values for typical sports fields.

Typical Field Size	Maximum Candela at 150’
Football	≤ 7,000 Cd
Soccer	≤ 7,000 Cd
Baseball	≤ 7,000 Cd
Softball	≤ 7,000 Cd
Tennis	≤ 7,000 Cd
Basketball - Outdoor	≤ 7,000 Cd

Part 2 - Product

1. Sports Lighting System Construction

A. System Description – Foundation to poletop lighting system shall consist of the following:

i. Galvanized steel (or other corrosion-resistant structural material) poles and cross-arm assembly. Pole and foundation systems shall resist corrosion at and below grade for the full warranty term.

ii. Foundation type is at the manufacturer’s option, designed and stamped by a professional engineer licensed in the state where the project is located, for the specified soil class and loads. Where an anchor bolt foundation is used, it shall be designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied. Total installed cost, including the foundation, will be compared on an equal basis.

iii. All luminaires shall be constructed with a corrosion-resistant housing that protects the luminaire optical system from hail and impact.

iv. All drivers and supporting electrical equipment shall be housed in corrosion-resistant, touch-safe enclosures with overcurrent protection, whether mounted in separate enclosures or integral to the luminaire. Separately mounted enclosures shall be installed

at a height that allows safe access for service. Where drivers are integral to the luminaire, the luminaire housing shall provide equivalent protection, and the bidder shall describe service access and replacement procedures in its submittal. Protection status shall be indicated at each enclosure or pole-mounted distribution point. A means of disconnect shall be provided at each pole structure.

v. Manufacturer shall provide surge protection at the pole equal to or greater than 10 kA for each line to ground (common mode) as recommended by IEEE C62.41.2-2025.

vi. Wire harness complete with an abrasion protection sleeve, strain relief and connections designed for fast, trouble-free installation.

vii. All luminaires, visors, and cross-arm assemblies shall withstand the ultimate wind speeds mandated by the Washington (or other applicable region) State Building Code for the project location, and securely maintain luminaire aiming alignment without shifting or twisting

viii. Control cabinet to provide remote on-off control and monitoring of the lighting system.

B. System Description – Modular lighting system for mounting to existing structure shall consist of the following:

i. Galvanized cross-arm assembly for attachment to existing structures.

ii. All luminaires shall be constructed with a corrosion-resistant housing that protects the luminaire optical system from hail and impact.

iii. Manufacturer must mount all drivers and supporting electrical equipment in corrosion-resistant, touch-safe enclosures with overcurrent protection, mounted at a height that allows safe access for service. Protection status shall be indicated at each enclosure. A means of disconnect shall be provided at each pole structure.

iv. Wire harness complete with an abrasion protection sleeve, strain relief, and connections designed for fast, trouble-free installation.

v. All luminaires, visors, and cross-arm assemblies shall withstand the State Building Code wind speed.

vi. Control cabinet to provide remote on-off control and monitoring of the lighting system.

vii. Manufacturer’s warranty is contingent upon site inspection and compatibility with existing structures.

C. Manufacturing Requirements

i. All components shall be designed to function together as a coordinated system. System components may be supplied by more than one manufacturer, provided the bidder furnishes a single signed warranty covering the entire system as required in Section 2.G. All luminaires, wire harnesses, drivers, and other enclosures shall be factory assembled, wired, and tested, and aimed in accordance with the aiming plan submitted with the bid.

D. Durability

i. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high-performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel or an equivalent corrosion-resistant material for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 461 (for hot galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

E. Lightning Grounding

   i. Manufacturer shall supply and equip all structures with a grounding and lightning protection system that complies with the National Electrical Code (NFPA 70) and NFPA 780, each in the edition adopted by the authority having jurisdiction at the project site or, where none is adopted, the edition in effect on the bid due date. Lightning protection components shall be listed to UL 96 or an equivalent recognized standard, and the system shall be installed in accordance with NFPA 780. Grounding may be integrated into the foundation (for example, a concrete encased electrode) or provided as separate electrodes in accordance with item ii below.

   ii. If grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, down conductors, bonding conductors, and listed connections (exothermic welds or other connectors permitted by the codes referenced in item i above). Electrodes and conductors shall be sized, made of materials permitted by those codes, and installed as those codes require, so that each structure has a continuous path to its grounding electrode system. The Manufacturer shall state the electrode type, size, and embedment depth in its submittal.

F. Safety

   i. All safety components shall be UL listed for the appropriate application.

G. Electric Power Requirements for sports lighting equipment

   i. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

H. Building Code

   i. The base bid of the lighting system must comply with International Building Code as adopted and amended by the authority having jurisdiction at the project site.

   ii. Manufacturer should include an adder expressed as a % for the structures in excess of the above specified wind speed. As an example, state in value of % over base pricing for each field: % for every 10-mph increment.

I. Structural Design

   i. The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th Edition (LTS-6), including all cumulative Interim Revisions through the 2025 Interim Revisions (or an equivalent recognized structural design standard).

J. Soil Conditions

   i. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by the IBC, Table 1806.2, in the edition adopted by the authority having jurisdiction. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:

      1. Engineered foundation embedment design by a registered engineer in the state where the project is located.

      2. Additional materials and/or services required to achieve alternate foundation.

      3. Geotechnical report

K. Foundation Drawings

   i. Project specific foundation drawings stamped by a registered engineer in the state where the project is located is required. The drawings shall be available to the owner at the time

of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

2. Control and Monitoring

A. Instant On/Off Capabilities

i. System shall provide for instant on/off of luminaires.

B. Lighting contactor cabinet(s)

i. Constructed of NEMA Type 4 (or better) corrosion-resistant material, designed for easy installation with contactors, labeled to match field diagrams and electrical design.

ii. Manual off-on-auto selector switches shall be provided.

C. Dimming

i. System shall provide for at least 3 stage dimming (high-medium-low).

ii. Dimming will be set via scheduling options (web site, app, phone, email).

D. Remote Lighting Control System

i. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, or email.

ii. The manufacturer or its designated provider shall provide and maintain a two-way communication link (TCP/IP, cellular, or equivalent) between the control system and the remote scheduling platform.

iii. The manufacturer or its designated provider shall make trained support staff available to assist with scheduling and reporting needs, including evenings and weekends when fields are in use.

iv. The owner may assign security levels to schedulers by function and/or field. This function must be flexible enough to allow a range of privileges, from full scheduling capability for all fields to permission only to issue “early off” commands by phone, text, app, or web. The scheduling tool shall be capable of setting curfew limits.

v. Controller shall accept and store at least 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.

E. Remote Monitoring System

i. System shall monitor lighting performance and notify the manufacturer or its designated provider if an individual luminaire outage is detected so that maintenance can be scheduled.

ii. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

F. Management Tools

i. The manufacturer or its designated provider shall provide a web-based database and dashboard of actual field usage and provide reports by facility and user group.

1. Dashboard shall also show current status of luminaire outages, control operation a service.

2. Mobile application will be provided suitable for current iOS and Android devices.

ii. Hours of Usage

1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

a. Cumulative hours shall be tracked to show the total hours used by the facility.

b. Report hours saved by early-off commands (or by comparison of scheduled versus actual run time).

iii. Communication Cost

1. The manufacturer or its designated provider shall include communication costs for operating the control and monitoring system for the life of the warranty.

iv. Communication with luminaire drivers

1. Control system shall interface with drivers, whether in electrical component enclosures or integral to the luminaires, by means of powerline, wireless, wired, or other communication methods.

G. Warranty

i. 10 Year minimum Warranty (foundation to poletop lighting system)

1. The manufacturer, or the dealer/distributor acting as the warrantor, shall supply a single signed warranty covering the entire system for a minimum of 10 years from the date of shipment. The warrantor is solely responsible for all warranty obligations, including the light level guarantee, regardless of which manufacturer supplied a given component.
2. Warranty shall guarantee specified light levels.
3. The warrantor shall provide documentation of financial assurance of the warranty for the full term (for example, a bond, insurance, or audited financial statements).
4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

ii. 10 Year minimum Warranty (modular lighting system)

1. Manufacturer shall supply a signed warranty covering the entire system for 10 years from the date of shipment.
2. Warranty shall guarantee specified light levels.
3. The warrantor shall provide documentation of financial assurance of the warranty for the full term (for example, a bond, insurance, or audited financial statements).
4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

iii. Maintenance

1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of shipment).
2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.
3. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance.
4. Owner agrees to check fuses (or other overcurrent protection devices) to replace as needed. Manufacturer to provide spare fuses in the lowest alpha-numeric numbered enclosure. Manufacturer will replenish spare fuses used for the life of the warranty.
5. Owner agrees to keep the control system online. This means keeping the required control voltage to the control systems at all times.

iv. Exclusions

1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered equipment parts or components, failure of existing structures, supporting electrical systems or equipment not supplied by the manufacturer, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).

H. Inspection and Verification

i. The lighting manufacturer shall guarantee illumination light levels for the life of warranty

1. Field measurements shall be done per IES RP-6-22 recommendations.
2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

Part 3 - Installation

1. Scope of Work

A. The lighting system shall be installed by a licensed contractor, licensed by the state and local governing jurisdiction of the project site (including any contractor and electrical licensing the jurisdiction requires).

B. Installation of the foundations, pole and luminaires shall be included in the bid price. On a project-by-project basis and priced separately, pricing can also include labor and materials for the complete installation, including but not limited to offloading of equipment, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize RS Means pricing, coefficient and must also include the appropriate City Cost index.

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

Company Profile

IFB #27-406 Sport Court and Field Lighting

COMPANY CONTACT INFORMATION

Company Name: _____ Website: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Contact Phone: _____ Contact Email: _____

Washington State Department of
Labor & Industries Contractor's License No. _____

State of WA UBI No. _____

State of WA Employment
Security Department No. _____

Washington State Excise Tax Registration No. _____

Federal Tax ID No. _____

SAM.gov – Unique Entity ID_____

BACKGROUND

Note: *Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a ☐ public company ☐ privately owned company.

In what year was this business started under its present name? _____

Under what other or former name(s) has your business operated?_____

_____

Is this business a corporation? ☐ No ☐ Yes. If yes, please complete the following:

Date of incorporation:_____ State of incorporation: _____

Name of President:_____

Name(s) of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? ☐ No ☐ Yes. If yes, please complete the following:

Date of organization:_____ State founded:_____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? ☐ No ☐ Yes. If yes, please complete the following:

Date of organization:_____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. ☐ No ☐ Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.

_____

_____

COMPANY HEADQUARTER LOCATION

Company Address: _____

City: _____ State: _____ Zip: _____

Main Phone Number: _____ How long at this address? _____

COMPANY BRANCH LOCATIONS

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2023, 2024 and 2025 in the United States by the various public segments:

	2023	2024	2025
K-12 (public & private), Educational Service Agencies	$	$	$

Higher Education Institutions	$	$	$
Counties, Cities, Townships, Villages	$	$	$
States	$	$	$
Other Public Sector & Non-profits	$	$	$
Private Sector	$	$	$
TOTAL	**$**	**$**	**$**

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: ***(To insert more rows, hit the tab key from the last field in the State column.)***

Number of Sales Reps	City	State

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following**:** ***(To insert more rows, hit the tab key from the last field in the State column.)***

Center Type	City	State

4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

_____
_____
_____

5. **Sales Training:** Explain how your company will educate your sales staff on the KCDA contract including timing, methods, etc.

_____
_____
_____

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

_____
_____
_____

2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

_____
_____
_____

COOPERATIVE CONTRACTS

1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?
_____ YES _____ NO

If YES, identify which cooperatives and the respective expiration date(s).

_____

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

_____

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

_____
_____
_____

2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

_____
_____
_____

DISCLOSURES

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2023, 2024 and 2025). This letter should state the line of credit as a range (i.e., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
2. **Legal:** Does this business have actions currently filed against it? ☐ No ☐ Yes.

   IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information for your company's largest public agency customers. (Minimum of 3 required).

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Signature _____

Must be same signature that appears on the bid response forms

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (11/16/2026), 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 ☐ General Partnership ☐ LLC ☐ 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.*

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. ◆ P.O. Box 5550 ◆ Kent, WA 98064-5550 ◆ Phone 425-251-8115 ◆ Fax 253-395-5402 ◆ www.kcda.org

Bid #27-406 Sport Court and Field Lighting

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in KCDA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include 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."

Respondent will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national

origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

Davis Bacon Act and Copeland "Anti-Kickback" Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 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"), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements. In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at https://sam.gov/content/wage-determinations. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in the 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.

Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 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.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to 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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement) in 2 CFR part180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. See 2 CFR 200.323. 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.

Profit as a Separate Element of Price

For purchases using federal funds in excess of $250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.324(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

Bid #27-406 Sport Court and Field Lighting

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

_____
Name of Business

_____
Signature of Authorized Representative

_____
Printed Name

_____
Date