

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, WASHINGTON**

**RESOLUTION FOR ESTABLISHING }
NEW PROCEDURES RELATING TO }
PURCHASING, SMALL WORKS PROJECTS }
AND CONTRACTING FOR PROFESSIONAL }
SERVICES }**

RESOLUTION NO. 2018-xx

WHEREAS, The County from time to time must purchase materials, services and supplies for the purpose of day to day governing as well as public works and providing other services to the citizens of the county; and

WHEREAS, Washington State law provides and the Board of County Commissioners agrees that the opportunity to provide the County with materials, services and supplies should be available to all responsible bidders, vendors and contractors who wish to engage in business with the County and will result in the best prices for the County; and

WHEREAS, From time to time the County applies for and is awarded state and federal grants for improving, enhancing or supplying services to the citizens of the County and these grants require a public, fair and uniform process of notifying interested persons and maintaining open transaction for public view; and

WHEREAS, Washington State law allows purchasing methods other than advertising and sealed bid process and includes some exemptions at RCW 36.32.245 (Competitive Bids, Requirements ... Exemptions) and the County wishes to use these processes to widen the pool of vendors, contractors and service providers who wish to work with the county and to lower the cost of securing supplies, materials and services in a manner that is public, fair and uniform; and

WHEREAS, RCW 39.32.245(3), Advertisement and formal sealed bidding may be dispensed with as to purchases of less than ten thousand dollars upon the order of the county legislative authority; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies or equipment not connected to a public works project, allows for certain purchasing contracts to be awarded by a vendor list process; and,

WHEREAS, RCW 39.04.155 allows for certain public works contracts to be awarded by a small works roster process; and,

WHEREAS, RCW 39.80 allows for the procurement of architectural and engineering services by publishing an announcement on each occasion when services are required or announcing generally to the public it's project requirements for any professional services; and,

WHEREAS, RCW 36.32.245 does not require contracting for public defenders by a county to be done using the bid process; and,

WHEREAS, RCW 36.32.250 allows the County to waive the statutory bidding requirements for public works projects costing less than \$40,000; and,

WHEREAS, RCW 39.34 allows the County to utilize advertising for sealed bids and awarding of bids that meet state or federal criteria (commonly referred to as "piggybacking") under Intergovernmental Cooperative Purchasing Agreements (ICPA) and the County wishes to avail itself of this option to secure the best prices and reduce the cost of procurement.

WHEREAS, Garfield County wishes to adopt a resolution establishing specific procedures; to take advantage of Washington State law that may reduce the cost and increase the savings of purchases that may be made without using the advertising and sealed bid processes and procedure utilized need not be advertised or bid by sealed bid unless set forth in the procedure.

WHEREAS, The Appendix A through D, is made part of this policy, however, the appendix may be updated and amended from time to time in consultation with the Board of Commissioners and the Prosecuting Attorney. Revised forms will note the date of revision and date of approval by the Board.

NOW THEREFORE BE IT RESOLVED, the Board of Commissioners of Garfield County, Washington, hereby adopts the attached Garfield County Procurement Policy.

NOW THEREFORE BE IT FURTHER RESOLVED, the responsibility for updating this policy to conform with changes in the law is delegated to _____.

NOW THEREFOR BE IT FURTHER RESOLVED, that this policy shall not supersede state or federal law and if a discrepancy should exist, state and federal law shall prevail over this policy.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

GARFIELD COUNTY, WASHINGTON

ATTEST:

Robert Johnson, Chairman County Commissioner

Donna Deal, Clerk of the Board of County Commissioners

Wynne McCabe, County Commissioner

APPROVED AS TO FORM

Justin Dixon, County Commissioner

Matt Newberg, Prosecuting Attorney

Garfield County Procurement Policy

July 3, 2018

SECTION 1.

IDENTIFYING RESPONSIBLE BIDDER

AND CONTRACTORS

The County shall purchase materials, supplies or equipment from the lowest responsible bidder. Also, the County may only award contracts to the lowest responsible bidder. If there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the county may call for new bids. The County, in determining the lowest responsible bidder, in addition to price, shall give the following “supplemental criteria” consideration:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
- c. Whether the bidder can perform the contract within the time specified;
- d. The quality of performance of previous contracts or services;
- e. Compliance by the bidder with laws related to the contracts, services or purchasing;
- f. Life Cycle Costs – Not always is the lowest bid price the lowest cost solution;
- g. Such other information as may be secured having a bearing on the decision to award the contract;
- h. Whether or not the vendor or contractor owes the County money.

In addition to the criteria listed previous and prior to the award of a **Public Works Contract**, a bidder must also meet the responsibility criteria as outlined in RCW 39.04.350 to be considered a responsible bidder and qualified to be awarded a public works project.

The current copy of RCW 39.04.350 is included in the APPENDIX D.

The County’s Estimates, contractor’s bids and/or quotes shall remain confidential prior to award of contracts and/or purchasing agreements. For example, it is not allowed to shop around prices with other contractors or companies prior to award. Also, The County may not negotiate with any of the bidders prior to award and execution of contracts.

Bidding Irregularities - Errors in Bid Procedures or in Complying with Specifications: A bid must substantially comply with the applicable procedures or specifications if it is to be considered. If it does not, the bid must be rejected. However, an “insubstantial variance” from certain specifications or procedures will not prevent a county from considering a bid. As a general rule, an immaterial or insubstantial variance is one that does not give a bidder a substantial advantage over the other bidders. Consult the County Prosecuting Attorney prior to the decision to award any contract that is considered to have a bidding irregularity.

SECTION 2.

ESTABLISHING AND MAINTAINING VENDOR, CONTRACTOR AND CONSULTANT ROSTERS

The following are methods by which to establish certain vendor, contractor and consultant rosters as allowed by state law. In no case, shall any person, firm or business, be included on said rosters, if it is determined said person, firm or business is not properly licensed or registered to perform such work or provide said products or services in this state and in which have not legally or otherwise been excluded or prohibited from performing such work or providing said products or services for the County.

A. Establishing a Vendor Roster

At least twice a year, the County shall publish, in the county's official newspaper, notice of the existence of a vendor roster for materials, supplies and equipment from which the County will solicit bids and/or quotes for purchases and shall solicit names of the vendors who wish to be included in the vendor roster for purchases. Contracts and purchases made off the Vendor Roster shall be posted to a list which shall be made available for public inspection and shall include date of purchase/award, name of contractor/vendor, amount of contract and brief description of items purchased.

Garfield County may from time to time purge from the list those vendors who are determined to be inactive and or otherwise disqualified from contracting with the County.

B. Establishing a Small Works Roster

At least once a year, the County shall publish in the county's official newspaper a notice of the existence of a small works roster for the construction, building, renovation, remodeling, alteration, repair or improvement of real property, including but not limited to facilities, infrastructure, roads and bridges and solicit the names of contactors for such roster. Responsible contactors shall be added to the roster at any time that they submit a written request and necessary records required by law and/or identified in the solicitation.

Contractors and Vendors are encouraged to update their information annually. Garfield County may from time to time purge from the list those vendors who are determined to be inactive and or otherwise disqualified from contracting with the County.

Agencies are required to establish procedures for securing telephone, written, or electronic quotes for each roster, ensuring that a competitive price is established and that contracts will be awarded to the lowest responsible bidder. See Appendix B for Small Public Works Roster Contracting Process.

C. Establishing a Consultant Roster for Architectural and Engineering Services

At least once a year, the County shall publish in the county's official newspaper a notice of the existence of the roster and solicit the names of consulting firms for Architectural and Engineering Services. The County will encourage architectural, engineering and materials testing firms to submit

annually statements of qualification and performance data. Responsible consultants shall be added to the roster at any time that they submit a written request and necessary records identified in the solicitation.

D. Other Rosters/Interlocal Cooperation Act

In addition to paper and/or electronic vendor rosters solicited by the published solicitations, the County may also use the state wide electronic databases developed and maintained jointly by the Daily Journal of Commerce and the Municipal Research and Services Center of Washington (MRSC Rosters), Intergovernmental Cooperative Purchasing Agreements (ICPA), including Washington State Department of Enterprise Services and vendor lists published by the federal government.

Counties may sell, transfer, exchange, lease or otherwise dispose of any real or personal property or property rights to another government entity without regard to bid laws. RCW 39.33.010 authorizes such transactions “on such terms and conditions as may be mutually agreed upon by the proper authorities.” However, because of the requirements of RCW 43.09.210, intergovernmental transactions authorized by RCW 39.33.010 should be based on the “full value” of the property, although “full value” has a flexible meaning depending on the circumstances of the transfer.

The **Interlocal Cooperation Act**, authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform. Under this statute, a county may act as agent or contractor for one or more public entities.

“**Piggybacking**”, RCW 39.34.030, another section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases by different governmental entities. The 2004 legislature clarified what is procedurally required when one public agency purchases or contracts through a bid awarded by another public agency.

State Purchasing Contracts, Counties may also use the authority granted in RCW 39.34.030 to make purchases through state contracts.⁶² As of June 30, 2013, a county may do so by signing a Master Contracts Usage Agreement (MCUA) with the Department of Enterprise Services.

SECTION 3.

PURCHASING AND CONTRACTING GENERAL

MRSC developed an online tool to help local government officials in Washington State identify and understand their statutory legal requirements for purchasing and contracting.

When using the MRSC's Online tool, it will determine your specific contracting requirements based on the following three simple questions:

1. Your project type
2. Your agency type, if applicable
3. Your city/county name, if applicable

Jurisdictions are allowed to establish more stringent policies, so always verify the requirements of this policy have been met prior to the awarding any contracts or purchasing of goods or services.

The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster contracting process or limited public works contracting process.

Determining Your Project Type

There are **6** specific project types that have separate bidding and contracting requirements. The following are those project types:

1. Public Works: (not to be confused with Public Works Department)

Regardless of department; all work, construction, alteration, repairs or improvements, other than "ordinary maintenance", that are paid for by a municipality.

"Ordinary maintenance" means work that is "not performed by contract" and that is performed by agency personnel to provide regular or preventive maintenance (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year) to service, check or replace items that are not broken; or work "not performed by contract", that is regularly scheduled to maintain the asset so that repair does not become necessary. *Maintenance is "ordinary" only when it is performed by county employees; when maintenance is contracted out, it is not "ordinary" and is subject to public works bidding and prevailing wage requirements.*

Public Works Examples: Road construction, roof repair, HVAC upgrades, building remodel, electrical upgrades,

2. Purchase of goods, equipment, supplies or materials not connected with a public works project:

This section involves the purchasing of goods, equipment, supplies or materials not connected with a public works type project. However, if the purchase is directly connected to construction, alteration, repairs or improvements, other than ordinary maintenance, it is considered to be

part of a public works project and subject to public works contracting and prevailing wage requirements. For example, the manufacturer/suppliers work involved with the onsite assembly and/or installation of custom cabinets and/or furniture is considered both a public work and is subject to prevailing wage rules.

Examples of this section: Purchase of office supplies, office furniture, fire trucks, road graders, vehicles, copy machines, cell phones, off-the-shelf software, etc.

3. Architecture, engineering, landscape architecture or surveying services:

Professional services provided by a consultant that fall under the general statutory definitions of architecture (chapter 18.08 RCW), engineering and land surveying (chapter 18.43 RCW), or landscape architecture (chapter 18.96 RCW). *Examples: Architectural blueprints, road design, sewer and water system design.*

4. Personal services:

Technical expertise provided by a consultant to accomplish a specific study, project, task or other work statement, not including professional architecture, engineering, landscape architecture or surveying services. *Examples: Meeting facilitation, strategic plan development, economic development study, rate setting study.*

5. Purchased services:

Services provided by vendors for the routine, necessary and continuing functions of a local agency, mostly related to physical work. *Examples: Courier service, landscape maintenance, recycling pickup, vehicle maintenance, custom-made software.*

6. Acquisition of Electronic Data Processing and Telecommunications Systems:

RCW 39.04.270 authorizes local governments to use a “**competitive negotiation**” process as an alternative to the competitive bid process when purchasing and installing electronic data processing or telecommunication equipment, software or services.

Note Regarding State and Federal Funding: If your project uses any state and/or federal funding, you must follow both state and federal competitive requirements, using the most stringent standards of the two. Work closely with your granting/funding agency to determine a concise but complete description of all the requirements for that particular grant or project.

SECTION 4.

PUBLIC WORKS PROJECTS

County Forces Allowed (Agency Force Work). Garfield County may use our own employees to perform any non-road public works project and any road project. There are no county forces limits on non-road related public works projects. On road related projects, work performed on County Roads, the total annual cost may not exceed the following annual county forces limit total:

- Population under 30,000: \$800,000 times (1 + last year's MVTF factor). The annual county forces limit is calculated each year as part of the annual construction program. The annual construction program is submitted to the County Road Administration Board on or before December 31 each year for the upcoming year's construction program.

Competitive Bidding Overview. You are not required to contract for public works projects of any size. If you choose to contract for public works, you are required to comply with the competitive bid requirements. For contracts of \$40,000 or less, competitive bidding is not required and has been waived per County Resolution as allowed by RCW 36.32.250. However, the following shall apply to all County Public Works Projects that are to be performed by contract:

- **For Contracts of \$15,000 or less**, competitive bidding is not required. Public Works Contracts may be awarded to individual contractors chosen from the County's Small Works Roster, Shared Rosters with other agencies, MRSC Roster or Vendor's List. There is no requirement to seek multiple quotes.
- **For contracts of \$35,000 or less and more than \$15,000**, the Limited Public Works Contracting Process, Small Public Works Contracting Process or Formal Competitive Bidding may be utilized.
- **For contracts of \$300,000 or less and more than \$35,000**, you may use a [Small Public Works Roster](#) Contracting process or formal competitive bidding.
- **For contracts over \$300,000**, you must use formal competitive bidding. [Prevailing wages](#) are required for all public works projects.

[RCW 39.04.290](#) allows local governments to award contracts of any value for the design, fabrication, and installation of "**building engineering systems**" by using a competitive bidding process or request for proposals process (RFP). Examples are fire alarm systems, HVAC systems, building sprinkler systems, security systems, pneumatic tube systems, extensions of heating, ventilation, or air conditioning control systems, chlorination and chemical feed systems, emergency generator systems, building signage systems, pile foundations, and curtain wall systems, etc.

State statute does not specify whether [sales tax](#) is included in your competitive bidding limits, however, sales tax is to be included in all cost estimates and applies to the bid limits.

Limited Public Works Contracting Process

The Limited Public Works Contracting Process procedures are detailed in Appendix A.

Small Public Works Roster Contracting Process

The Small Public Works Roster Contracting Process procedures are detailed in Appendix B.

Formal Competitive Bidding Contracting Process

The Public Works Formal Competitive Bidding Process procedures are detailed in Appendix C.

Possible Exemptions

If your project falls into one of the following categories, you may be exempt from the normal competitive bidding requirements:

- [Emergency contract](#) (RCW 39.04.280)
- [Intergovernmental contract](#) (RCW 39.34)
- [Community service group contract](#) (RCW 35.21.278)
- [Pollution control facility](#) (RCW 70.95A.090)
- [Water pollution control facility](#) (RCW 70.150.040)

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SECTION 5.
PURCHASE OF GOODS, EQUIPMENT, SUPPLIES, OR MATERIALS
(NOT CONNECTED WITH A PUBLIC WORKS PROJECT)

Competitive Bidding Requirements

State statute does not specify whether [sales tax](#) is included in your competitive bidding limits, however, sales tax is to be included in all cost estimates and applies to the bid limits.

- A. If your estimated purchase is less than **\$10,000**, you may use a small purchases process, vendor list or formal competitive bidding.

Small Purchases Process:

- a. You may seek quotes directly from individual vendors/businesses, not required to be on vendors list.
 - b. There is no requirement to seek multiple quotes.
 - c. There is no requirement to prepare purchase orders/agreements.
- B. If your estimated purchase is between **\$10,000 and \$50,000**, you may use a vendor list or formal competitive bidding.

Vendors List Process:

- a. A written description shall be drafted of the specific materials, supplies or equipment to be purchased, including the number, quantity, quality and type desired, the proposed delivery date and any other significant terms of purchase;
 - b. Make a good faith effort to contact at least three (3) of the vendors on the roster to obtain **“written”** quotations from the vendors for the required materials, supplies or equipment;
 - c. Do not share or shop around a quotation from one vendor with other vendors solicited for the same bid on the materials, supplies or equipment;
 - d. A written record shall be made of each vendor's bid on the material, supplies or equipment, and of any conditions imposed on the bid by such vendor;
 - e. Present to the Board all quotations and a recommendation for award of the contract to the lowest responsible bidder.
 - f. Prepare purchase order/agreement for Department Head to sign and submit to Vendor.
 - g. Post awards to agency vendors award list.
- C. If your estimated purchase is **more than \$50,000**, you must use formal competitive bidding.

Formal Competitive Bidding Requirements:

- a. A written description shall be drafted of the specific materials, supplies or equipment to be purchased, including the number, quantity, quality and type desired, the proposed delivery date and any other significant terms of purchase;
- b. You must advertise the solicitation in the official county newspaper at least 13 days before the submittal deadline;
- c. Sealed bids are required and the Board of Commissioners must conduct a public bid opening;

- d. Prepare a purchase agreement or purchasing contractor for Board Approval.

Prevailing Wages

Generally prevailing wage requirements do not apply to the purchase of goods, equipment, supplies or materials. However, the production and delivery of sand, gravel, crushed rock, concrete, asphalt and other similar materials may require the payment of prevailing wage rates when that work is executed under a public works contract depending on the specific nature of the work performed and its relationship to the project. If uncertain as to the requirements, contact L&I for a specific determination.

Possible Exemptions

If your purchase falls into one of the categories below, you may be exempt from normal competitive bidding requirements:

- [Emergency purchase](#) (RCW 39.04.280)
- [Sole source purchase](#) (RCW 39.04.280)
- [Special facilities or market conditions](#) (RCW 39.04.280)
- [Purchase of insurance or bonds](#) (RCW 39.04.280)
- [Auction](#) (RCW 39.30.045)
- [Electronic data processing or telecommunications purchase](#) (See Section 9 below)

SECTION 6.

ARCHITECTURE, ENGINEERING, LANDSCAPE ARCHITECTURE, OR SURVEYING SERVICES

Competitive Process Overview

All local governments must follow the uniform requirements of chapter 39.80 RCW when procuring professional A&E contracts. Unlike other types of contracts which are awarded to the lowest responsible bidder, A&E contracts are awarded primarily based on qualifications, rather than cost, a process known as "qualifications-based selection" (QBS).

Consultants must submit statements of qualifications and/or a request for non-cost proposals to the County for consideration, prior to award of any A&E Contracts. The County will evaluate the expertise of the competing firms, select the most highly qualified firm and negotiate the final project scope and associated fee.

If the agency and most highly qualified firm cannot reach an agreement on project scope, schedule and budget, the agency then negotiates with the next most highly qualified firm.

QBS recognizes that the lowest price should not be a factor for selecting highly skilled design services for essential public facilities and infrastructure.

State statutes do not establish formal competitive requirements, so you have some flexibility in determining how to solicit competition. However, if the project includes grant funding, the grant conditions may require a specific solicitation process. Generally, the more complex or expensive the project is anticipated to be, the more rigorous the solicitation process should be.

Notification Requirements

You must advertise your agency's requirements for professional services in advance, concisely stating the general scope and nature of the work and providing the address of a representative of your agency who can provide more information.

You may publish an announcement for each project, or you may publish a general announcement of your anticipated requirements for any category of professional services, typically referred to as a consultant roster. You should encourage firms to submit annual statements of qualification and performance data.

The need for consultant services must be advertised at least one day per week for two consecutive weeks (14 day minimum) in the area newspaper used for publication of legal notices. A three week minimum response time from the initial date of publication should be provided to consultants. These advertisements may be supplemented by additional advertisements in special interest publications such as the Daily Journal of Commerce, trade magazines or publications utilized by disadvantaged business enterprises.

Women, Minority, and Veteran-Owned Businesses

All local governments seeking A&E services must develop a plan to give maximum opportunities to women, minority and veteran-owned firms, making sure that their participation levels are consistent with their general availability within each given field (RCW 39.80.040).

In order to be in compliance with both state and federal requirements, advertisements for Consultant Services, should include the following Title VI language:

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

Request for Qualifications

Requests for Qualifications (RFQs) ask only for a firm’s general capabilities, including:

- List of principals
- Previous projects
- Number of employees
- Licenses

Local governments may distribute RFQs for a services roster or as part of a formal competitive solicitation. In the case of a formal competitive solicitation, the RFQ can be combined with a Request for Proposals (RFP), or it could be distributed as the first step in the review process prior to distributing RFPs.

Request for Proposals

Requests for Proposals (RFPs) ask respondents to submit qualifications, if not already on file, and a proposed scope of services in response to the agency’s specific needs. At a minimum, every RFP should include:

- **Statement of need (scope).** This should be well-written with an adequate level of detail describing the project tasks and products, and listing the availability of supporting documents.
- **Estimated schedule.** This should be realistic and closely tied to the scope.
- **Evaluation criteria.** Be clear and tie the criteria to the scope. Provide the scoring criteria and decision schedule if available.
- **Proposal elements.** List all the information that interested firms should submit, including the firm’s general approach to the project, a list of key personnel who would work on the project with their experience and availability and general scope and deliverables. Keep the submittal requirements, page limitations and due date in the same section of the RFP. Allow for flexibility in the format of responses.
- **Submittal deadline.** Allow an adequate response time of 3-4 weeks. Accept electronic proposals and acknowledge receipt of all proposals.
- **Agency’s standard terms and conditions.** Attach a copy of the terms and conditions, if available, to the RFP.

Other common RFP elements include:

- Background on the agency and project, including budgets
- Reference documents, although large documents may be posted to a website and referenced in the document
- Interviews are mandatory as part of the selection process. Interviews may be by phone or in person.
- The pre-proposal conference schedule
- Public disclosure guidance
- Notice that costs incurred in the development of proposals and the selection process will be assumed by the proposers
- Formal certification by the proposer of its authorization to submit the proposal, time validity of the proposal, non-collusion, etc.
- Notice that agency reserves the right to reject all proposals and costs will not be reimbursed.

Evaluating Proposals - Evaluation Criteria

Each agency may establish its own criteria for evaluating proposals (RCW 39.80.040). Potential evaluation criteria include, but are not limited to:

- Experience in designing/surveying the type of project envisioned
- Quality of previous performance
- Ability to meet contract deadlines
- Responsiveness to solicitation requirements
- Compliance with statutes and rules relating to contracts or services
- References
- Staff readily available for the project
- Financial capacity
- Licensing and certification
- History of errors and omissions
- Construction change order history

Agencies should consider whether to use a review committee and whether to use weighted evaluation criteria.

Contract Negotiations

After evaluating the proposals, agency staff or the review committee usually recommend a single A&E firm for contract award, subject to contract negotiations. Negotiations with the recommended firm include refining the scope of work, schedule, deliverables and price, with the objective of obtaining the best value for the agency. Agencies may wish to develop a checklist of standard contract terms that can be modified for individual projects.

The agency must ensure that the final scope is consistent with the services described in the formal solicitation document. A substantial change in the scope may lead to protests from unsuccessful firms, especially if it is accompanied by a cost increase over and above the original projections.

When determining whether the cost is fair and reasonable, agencies should consider the nature of the work, the risk assumed by the consultant, the management of any sub-consultants and the project timeline.

If the agency is unable to negotiate a fair and reasonable price with the most highly qualified firm, it may negotiate with the second-most qualified firm instead, and so on until an agreement is reached with one of the firms or the process is terminated (RCW 39.80.050).

Intergovernmental Architecture and Engineering Contracts

Two or more agencies may enter into an intergovernmental contract providing for the joint utilization of architecture and engineering services - see RCW 39.34.030(6). The primary agency must comply with all the requirements of chapter 39.80 RCW, and the services provided to other agencies must be related to and within the general scope of the work the firm was originally selected to perform.

Emergency Exemption

If your project qualifies as an emergency contract, you may be exempt from the normal QBS requirements.

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SECTION 7.

PERSONAL SERVICES

Personal services involve technical expertise provided by a consultant to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature, and they do not include architecture and engineering services, which have their own requirements.

Examples of personal services include, but are not limited to:

- **Comprehensive/Land Development Planning**
- **Legal services**
- **Management analyses**
- **Accounting Services**
- **Audit Services**
- **Medical Services**

Certain personal services may require licensing or certification by state agencies, such as accounting, legal or medical services.

Personal services should not be confused with purchased services, which are generally routine, repetitive or mechanical in nature and support an agency's day-to-day operations.

Statutory Requirements for Personal Services

Only port districts and public facilities districts have statutory requirements for personal services contracts. No other local governments in Washington have statutory requirements. Although not required by the statute, the following process shall be utilized when contracting for personal services.

Public Defender Services

There is no required procedure for contracting for public defender.

Bid Limits and Processes

All contract awards for Personal Services shall be documented for the public record, including the selection criteria, the names of firms considered, all responses received, the basis for the award decision and a copy of the final contract. The following bid limits and processes shall apply:

Minimal Competition - \$5,000 or less

- Place calls to 1-3 qualified firms or individuals describing the desired services. Request prices, schedules and qualifications. You may not receive a quote from all firms you solicit. Document that they were contacted and either did not respond or declined to bid.
- Negotiate a contract with the lowest responsible bidder.

Informal Competition - \$25,000 or less and more than \$5,000

- Prepare a written solicitation document including, at a minimum: a description of the required services, the project schedule, a request for the consultant's qualifications and costs/fees and due date for the responses.

- Send the solicitation to 3-5 firms selected from the appropriate consultant roster list and ask for proposals.
- Evaluate the proposals and negotiate a contract with the lowest responsible bidder.

Formal Competitive Bidding – Over \$25,000

- Follow the Competitive process outlined in SECTION 6. ARCHITECTURE, ENGINEERING, LANDSCAPE ARCHITECTURE OR SURVEYING SERVICES.

Emergency Exemption

- If the Board of County Commissioners determine that an emergency exists in which requires contracting for Personal Services, or in which it is determined a sole source need exists, or for any other compelling reason, the Board may determine such contract to be considered exempt and waive any or all requirements of the section. The Board shall by Resolution, make said determinations and shall fully document the need for the exempt determination.

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SECTION 8.

PURCHASED SERVICES

Purchased services are those provided by vendors for routine, necessary and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects and involve minimal decision-making.

Examples of purchased services include, but are not limited to:

- Delivery/courier service
- Herbicide application
- Recycling/disposal/litter pickup service
- Vehicle inspection, lubricating, and repair services

However, the state Department of Labor and Industries considers some services, such as HVAC maintenance or road striping, to be public works (see below).

Purchased services should not be confused with [personal services](#), which are mostly intellectual in nature.

Competitive Bidding Overview

State law does not prescribe any thresholds or processes for purchased service contracting, unless the contract requires [prevailing wages](#) as discussed below. This means that the state has not established bid limits or advertising requirements, and that [bonds and retainage](#) are not required. However, the following process shall be utilized when contracting for purchased services.

Bid Limits and Processes

All contract awards for Purchased Services shall be documented for the public record, including the selection criteria, the names of firms considered, all responses received, the basis for the award decision and a copy of the final contract. The following bid limits and processes shall apply:

Minimal Competition - \$5,000 or less

- Place calls to 1-3 qualified firms or individuals describing the desired services. Request prices, schedules and qualifications. You may not receive a quote from all firms you solicit. Document that they were contacted and either did not respond or declined to bid.
- Negotiate a contract with the lowest responsible bidder.

Informal Competition - \$25,000 or less and more than \$5,000

- Prepare a written solicitation document including, at a minimum: a description of the required services, the project schedule, a request for the consultant's qualifications and costs/fees and due date for the responses.
- Send the solicitation to 3-5 firms selected from the appropriate consultant roster or other list and ask for proposals.

- Evaluate the proposals and negotiate a contract with the lowest responsible bidder.

Formal Competitive Bidding – Over \$25,000

- Follow the Competitive process outlined in SECTION 6. ARCHITECTURE, ENGINEERING, LANDSCAPE ARCHITECTURE OR SURVEYING SERVICES.

Purchased Services and Prevailing Wages

Some purchased services, such as building maintenance services, are not subject to public works bidding requirements but still require [prevailing wages](#) under [chapter 39.12 RCW](#).

If it is uncertain whether a particular task is subject to prevailing wages, browse L&I's [Prevailing Wage Policies and Determinations](#) or contact the department directly. There are also examples in MRSC's [Contracting for Services](#) publication.

Emergency Exemption

- If the Board of County Commissioners determine that an emergency exists in which requires contracting for Purchased Services, or in which it is determined a sole source need exists, or for any other compelling reason as determined by the Board, the Board may determine such contract to be considered exempt and waive any or all competitive bidding requirements. However, all prevailing wage and all other rules apply. The Board shall by Resolution, make said determinations and shall fully document the need for the exempt determination.

SECTION 9.

ACQUISITION OF ELECTRONIC DATA PROCESSING AND TELECOMMUNICATIONS SYSTEMS

When purchasing (and installing) electronic data processing or telecommunications equipment, software or services. The following “competitive negotiation” process shall be utilized:

- A request for proposals (RFP) must be prepared and submitted to an adequate number of qualified sources, as determined by the county, to permit reasonable competition consistent with the requirements of the procurement.
- Notice of the RFP must be published in a newspaper of general circulation in the county at least 13 days before the last date on which proposals will be received.
- The RFP must identify significant evaluation factors, including price, and their relative importance.
- The county must provide reasonable procedures for technical evaluation of the proposals received, identification of qualified sources and selection for awarding the contract.
- The award must be made to the qualified bidder whose proposal is “most advantageous” to the county, with price and other factors considered. The county may reject any and all proposals for good cause and request new proposals.

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SECTION 10.

STANDARDS OF CONDUCT

Garfield County must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts (2 CFR 200.318(c)(1)). These standards are:

1. No employee, officer, elected official, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, elected official, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial interest or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The officers, employees, elected officials, and agents may neither solicit gratuities, favors or anything of monetary value from contractors or parties to subcontracts.
3. Unsolicited gifts received within the requirements of RCW 42.52.150 are allowable. For the purpose of this policy, all reference in RCW 42.52.150 to state officer or state employee is replaced with county employee, officer, elected official, or agent.

Failure to comply with these standards of conduct shall result in disciplinary action up to and including termination.

APPENDIX A

Limited Public Works Contracting Process

For projects under \$35,000, [RCW 39.04.155\(3\)](#) establishes an alternative limited public works contracting process that agencies may use. The following checklist shall be utilized:

1. **Follow the requirements as outlined in the Small Works Roster Contracting Checklist.**
2. Prepare written plans and/or specifications detailing the scope and nature of the work to be performed as well as materials and equipment to be furnished and time for the work to be completed.
3. Solicit **“written”** bids/quotes from at least three **(3)** contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. Sealed bids are not required, however, document which contractors were solicited bids/quotes from and keep records of all informal bids received, not just those of the lowest bidders. If a contractor declines to give a quote or if there is less than 3 companies on the roster in the applicable category, note that fact and state the reason if known of why the contractor declined to respond. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
4. **“Equitably distribute”** means that the County may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services. At the time bids are solicited, the county representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
5. [Bid guarantees](#) are optional. Make sure the Specifications do not require bid guarantees.
6. Prepare Notice of Award
7. Prepare duplicate contracts for signature. The contract must be awarded to the lowest responsible bidder. Obtain Contractor signature, Prosecuting Attorney signature and present to the Board for approval and execution of the contract. **Only the Board may approve Public Works Contracts unless they have otherwise specifically delegated that authority.**
8. Unless otherwise noted in the Specifications, [Retainage](#) and [performance and payment bonds](#) may be waived.
9. Public Works projects are subject to normal [prevailing wage](#) requirements.
10. Provide the Contractor with Notice to Proceed.
11. Within 2 months after award, Post Project to the Small Works Roster Annual List of Projects.

APPENDIX B

Public Works Projects

Small Works Roster Contracting Process

For Public Works projects under \$300,000, [RCW 39.04.155](#) specifically authorized the use of a small works roster process provided agency adopted by resolutions those requirements. The following process shall be utilized:

1. Follow the requirements as outlined in the Small Works Roster Contracting Checklist and Retainage Release Checklists. Example required documents are included in Appendix D.
2. Prepare written plans and/or specifications detailing the scope and nature of the work to be performed as well as materials and equipment to be furnished and time for the work to be completed.
3. Prepare cost estimate for Board Approval prior to seeking quotes or bids.
4. Solicit **“written”** bids/quotes from at least five **(5)** contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. Sealed bids are not required, however, document which contractors were solicited bids/quotes from and keep records of all informal bids received, not just those of the lowest bidders. If a contractor declines to give a quote or if there is less than **5** companies on the roster in the applicable category, note that fact and state the reason if known of why the contractor declined to respond. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
5. **For projects costing \$150,000 or more**, if you choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster, you are required to notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The County has the sole option of determining whether this notice to the remaining contractors is made by: Notice in Paper, Mail, Fax or other electronic means.
6. **“Equitably distribute”** means that the County may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services. At the time bids are solicited, the county representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
7. [Bid guarantees](#) are required.
8. Prepare Notice of Award.
9. Prepare duplicate contracts for signature. The contract must be awarded to the lowest responsible bidder. **Only the Board may approve Public Works Contracts.** Obtain Contractor signature, Prosecuting Attorney signature and present to the Board for approval and execution of the contract.
10. [Retainage](#) and [performance and payment bonds](#) are required. In accordance with RCW 39.08.10 Contractor shall secure a payment and performance bond equal to the contract amount. On contracts of **one hundred fifty thousand dollars or less**, at the option of the contractor or the general contractor/construction manager as defined in RCW [39.10.210](#), the respective public entity 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, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](#) RCW, whichever is later.

In accordance with [RCW 60.28.015](#), Except as provided below in this subsection, public improvement contracts must provide, and public bodies must reserve, a contract retainage not to exceed five percent (5%) of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor.

Public improvement contracts funded in whole or in part by federal transportation funds must rely upon the contract bond as referred to in chapter 39.08 RCW for the protection and payment of: (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement project under Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved. In this case not retainage may be withheld.

11. Public Works projects are subject to normal [prevailing wage](#) requirements.
12. Provide the Contractor with Notice to Proceed and follow the remaining requirements as outlined in the Checklist.
13. Within 2 months after award, Post Project to the Small Works Roster Annual List of Projects.

SWR Contract Administration Checklist

Contract Amount:

Project: _____

\$ _____

Contractor: _____

	Checked By	Number	Date Verified
Invitation to Bid (ITB)			
ITB Sent to All Contractors in the _____ Subcategory			See ITB Email and Email/Fax/List
Contract Documents Posted at _____			See Attached Webpage Printout
Addendums _____ & _____ Sent and Posted on _____ & _____			See Email and Email/Fax/List
Quote Opening/Due Date			
Quotes Reviewed and Apparent Low Bid Determination			
Verification of Low Bidder Minimum Qualifications			
Contractor Registration Number as of Bid Opening Date			
Contractor Unified Business Identifier (UBI #)			
Contractor Industrial Insurance Coverage			Current?
Contractor Employment Security Department Number			
Contractor State Excise Tax Registration Number			
Bidder Responsibility Criteria Met - RCW 39.04.35			Yes No
Contractor Debarred			Yes No
Supplemental Criteria Met			Yes No
Pre-Construction			
Award of Contract Recommended & Board Approval to Award			
Notice of Award and duplicate contacts sent to contractor			
Insurance Certificates and Endorsements received and verified			
Performance and Payment Bond received and verified			
Intents to Pay Prevailing Wages (Contractor and All Subs)			
Options for Retainage Stated or Retainage Bond Posted			
Contracts Signed by Contractor			
Contract Signed and Executed by County			
Contract Effective Date			
Notice to Proceed Issued			
Construction			
Pay Estimate No. 1			
Pay Estimate No. 2			
Pay Estimate No. 3			
Change Orders _____, _____, _____			
Final Pay Estimate			
Punch List Prepared and Issued to Contractor			
Punch List Items Completed			
Contract Closeout			
Affidavits of Prevailing Wages Paid (Contractor and All Subs)			
General _____, Sub. 1 _____, Sub. 2 _____, Sub. 3 _____			
Notice of Completion of Public Works Dept. Of Revenue (>\$35k)			
Dept. of Revenue Certificate of Payment of Excise Taxes (>\$35k)			
Employment Securities Dept. Payroll Tax Liability Release			
Dept. of L&I Industrial Insurance Web Page Check			
Engineer's/Agencies Certificate/Notice of Completion			
Legal Notice of Acceptance of Work (Optional)			
Commissioner Acceptance			
Completion of 45-Day Lien Filing Period from Acceptance			
Release of Liens Filed During 45-Day Acceptance Period (If Any)			
Retainage Released (must have all previous items verified)			

APPENDIX C

Public Works Projects

Formal Contracting Process

Public Works Projects that is needing to follow a Formal Contracting Process, the following process shall be utilized:

1. Follow the requirements as outlined in the Formal Public Works Project Contracting Checklist and Retainage Release Checklists located in this appendix.
2. Included in Appendix D, are examples of required contract documents and specifications to be utilized. They may be modified as necessary to fit an individual projects specific requirements.
3. Prepare appropriate written plans and/or specifications detailing the scope and nature of the work to be performed as well as materials and equipment to be furnished and time for the work to be completed.
4. Prepare cost estimate for Board Approval prior to seeking quotes or bids.
5. Publish notice of the call for bids/invitation to bid, in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the last date upon which bids will be received.
6. If applicable, prepare and distribute addendums.
7. Open Bids as per Invitation to Bid.
8. Review Bids for consideration of award and determine the lowest responsible bidder.
9. Prepare Notice of Award.
10. Present for the Board of Commissioners a recommendation of Award or Rejection of Bids.
11. Prepare duplicate contracts for signature. The contract must be awarded to the lowest responsible bidder. Only the Board may approve Public Works Contracts.
12. Obtain Contractor signature, Prosecuting Attorney signature and present to the Board for approval and execution of the contract.
13. Unless otherwise noted in the Specifications, [Retainage](#) and [performance and payment bonds](#) are required. Refer to General Specifications in Appendix D.
14. Public Works projects are subject to normal [prevailing wage](#) requirements.
15. Verify that required documentation and submittals have been completed by the Contractor.
16. Provide the Contractor with Notice to Proceed and follow the remaining requirements as outlined in the Checklist.

Formal Public Works Contract Administration Checklist

Contract Amount:

Project: _____ \$ _____

Contractor: _____

	Checked By	Number	Date Verified
Invitation to Bid (ITB)			
Invitation to Bid in Newspaper for minimum 13 days before schedule bid opening		Affidavit of publication	
Contract Documents Posted at _____		See Attached Webpage Printout	
Addendums _____ & _____ Sent and Posted on _____ & _____		See Email and Email/Fax/List	
Bid Opening			
Bids Reviewed and Apparent Low Bid Determination			
Verification of Low Bidder Minimum Qualifications			
Contractor Registration Number as of Bid Opening Date			
Contractor Unified Business Identifier (UBI #)			
Contractor Industrial Insurance Coverage		Current?	
Contractor Employment Security Department Number			
Contractor State Excise Tax Registration Number			
Bidder Responsibility Criteria Met - RCW 39.04.35		Yes No	
Contractor Debarred		Yes No	
Supplemental Criteria Met		Yes No	
Pre-Construction			
Award of Contract Recommended & Board Approval to Award			
Notice of Award and duplicate contacts sent to contractor			
Insurance Certificates and Endorsements received and verified			
Performance and Payment Bond received and verified			
Intents to Pay Prevailing Wages (Contractor and All Subs)			
Options for Retainage Stated or Retainage Bond Posted			
Contracts Signed by Contractor			
Contract Signed and Executed by County			
Contract Effective Date			
Notice to Proceed Issued			
Construction			
Pay Estimate No. 1			
Pay Estimate No. 2			
Pay Estimate No. 3			
Change Orders _____, _____, _____			
Final Pay Estimate, Obtain Contractor Signature			
Punch List Prepared and Issued to Contractor			
Punch List Items Completed			
Contract Closeout			
Affidavits of Prevailing Wages Paid (Contractor and All Subs)			
General _____, Sub. 1 _____, Sub. 2 _____, Sub. 3 _____			
Notice of Completion of Public Works Dept. Of Revenue (>\$35k)			
Dept. of Revenue Certificate of Payment of Excise Taxes (>\$35k)			
Employment Securities Dept. Payroll Tax Liability Release			
Dept. of L&I Industrial Insurance Web Page Check			
Engineer's/Agencies Certificate/Notice of Completion			
Legal Notice of Acceptance of Work (Optional)			
Commissioner Acceptance			
Completion of 45-Day Lien Filing Period from Acceptance			
Release of Liens Filed During 45-Day Acceptance Period (If Any)			
Retainage Released (must have all previous items verified)			

APPENDIX D
Miscellaneous Forms and Example Documents

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Request for Quotes

County Shop Electrical Upgrade Project Small Works Roster - Limited PW Process

Garfield County is requesting quotes for the County Shop Electric Panel replacement and led shop light installation at the county shop located at 300 S. 19th Street in Pomeroy, WA. Quotes may be submitted on contractor supplied forms. Quotes must include a separate line item for sales tax and include the Total Project Costs, including sales tax.

Work will include replacing existing electric panels in shop, electric service, relocation of above ground power feed to underground and installation/upgrade to LED lights in the main shop area. Two alternatives shall be given on the LED lights installation/upgrade. Alternative 1 is to replace with new and Alternative 2 is to retrofit using existing lights.

Contractors are required to schedule and conduct a walk through and inspection of the work at the county shop prior to submitting quotes. All work shall be in accordance with Washington State Electric Code. Contractor is required to obtain all necessary permits and provide all labor, equipment and materials necessary to complete the work described above.

The Owner reserves the right to waive any informalities, minor defects, or to reject any or all quotes. This project is considered a public works project and is subject to state prevailing wage rules. Contractors and subcontractors will be required to file with the state an Intent to Pay Prevailing Wages and Affidavits of Wages Paid.

Bid Bonds are not required. The contractor has the option to requests that in lieu of a payment and performance bond, that the County withhold/retain an amount equal to 10% on each progress payment due. The contactor may obtain the "Option to Waive Payment and Performance Bond" form from Garfield County.

The County of Garfield hereby notifies all bidders that it will affirmatively insure that in any contract entered into the pursuant of the advertisement, disadvantaged business enterprises will be afforded fill opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in the consideration of the award.

Quotes are due at the Garfield County Board of Commissioners at PO Box 278, Pomeroy, WA 99347 or delivered to the Garfield County Courthouse Auditors Office at 789 W. Main Street, Pomeroy, WA, 99347, no later than 9:30 AM Monday, March 26, 2018.

REQUEST FOR QUOTES

OWNER: Garfield County

PROJECT: NAME OF PROJECT

ENGINEER : Name of Engineer if applicable

CONTACT: Name of Contact

Quotes for the following described construction/improvement will be received by the Garfield County Board of Commissioners at:

The Commissioner's Chambers at the Garfield County Courthouse, 789 Main Street, Pomeroy, Washington, until 9:30 a.m., P.D.T., November 20, 2017 at which time the quotes will be publicly opened and read aloud.

Quotes must be completed on a lump sum and unit price basis as indicated on the agency supplied form and the total price will be used for the purpose of comparison of quotes. Award of the construction contract will be to the lowest responsible bidder.

Work includes approximately Example: 3,191 SF of Permanent Signing, 1 Flashing LED Sign, 2,725 Flexible Guideposts and Temporary Traffic Control. Information regarding bidding procedures, Special Provisions, Quote Form, Contract Form, Drawings, Specifications, Contract Bonds and Other Contract Documents may be examined or obtained at the following locations:

Garfield County Public Works, 300 19th Street, P.O. Box 160, Pomeroy, WA 99347 Phone 509-843-1301.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. This project is subject to state prevailing wage rules.

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

Garfield County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

INVITATION TO BID

OWNER: Garfield County
PROJECT: NAME OF PROJECT
ENGINEER : Name of Engineer if applicable
CONTACT: Name of Contact

Sealed bids for the following described construction/improvement will be received by the Garfield County Board of Commissioners at:

The Commissioner's Chambers at the Garfield County Courthouse, 789 Main Street, Pomeroy, Washington, until 9:30 a.m., P.D.T., November 20, 2017 at which time the bids will be publicly opened and read aloud.

Bids must be completed on a lump sum and unit price basis as indicated on the BID PROPOSAL, and the total as defined in the Special Provisions will be used for the purpose of comparison of bids for the NAME OF PROJECT. Award of the construction contract will be to the lowest responsible bidder.

Work includes approximately Example: 3,191 SF of Permanent Signing, 1 Flashing LED Sign, 2,725 Flexible Guideposts and Temporary Traffic Control. Information regarding bidding procedures, Special Provisions, Bid Form, Contract Form, Drawings, Specifications, Contract Bonds and Other Contract Documents may be examined at the following locations:

Garfield County Public Works, 300 19th Street, P.O. Box 160, Pomeroy, WA 99347

Printed Documents – Bidders Expense (optional service for larger projects)

Bona fide licensed bidders may obtain project documents at “Garfield County Plan Room”, www.garfieldcountyplanroom.com. Bidders may download digital documents at no cost and obtain printed documents, at Bidders Expense, by choosing the “Order” option. Posted on this plan room, under the “Documents” section, is an Official list of locations where documents may be examined. Any questions regarding this plan room shall be directed to plan room administration at 509-747-2964 or planroom@abandanplancenter.com.

The Owner reserves the right to waive any informalities, minor defects or to reject any or all bids. Each bidder must deposit with his bid, security in the amount of five percent (5%) of the total bid amount, subject to the conditions provided for in the bid procedures and conditions.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. This project is subject to state prevailing wage rules.

This project is being funded through Garfield County and WSDOT Federal Aid Project No. HSIP-000S(453).

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

Garfield County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Published: 1st date of publication: MM/DD/YR
2nd date of publication: MM/DD/YR

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BIDDER'S CHECKLIST

The bidder must submit in full the following forms and information:

Failure to execute and submit any of the following documents as part of the Proposal, or submittal of any addition in writing to the form of the bid, or any condition, limitation or provision not officially invited in the Proposal or Special Provisions, may render the Proposal as being incomplete or modified, and may become cause for rejection of the bid.

1. Proposal
2. Bid Bond
3. Non-Collusion Certificate
4. Statement of Bidder's Qualification

The above forms are to be inserted in a sealed envelope and delivered to the name and address noted in the Advertisement for Bids. Provide the following information on the sealed envelope:

1. Contractor's (Bidder's) Name
2. Bid for: **NAME OF PROJECT**

GENERAL SPECIFICATIONS

PROJECT NAME

1. PROJECT DESCRIPTION

Provide all labor, equipment and materials necessary to insert detailed project description same as in Invitation to Bid.

2. DEFINITIONS AND TERMS

Wherever the terms Commission, Department, State or words of the like intent appear in the Specifications, Amendments or Special Provisions, it shall be understood to mean Garfield County acting through its Board of Commissioners or legally authorized project representative.

3. CLARIFICATIONS

Prospective Bidders shall make all requests for clarifications related to the project to the county in writing no later than 5 calendar days prior to bid opening.

4. STAGING AREA

Contractor is responsible for providing his/her own staging area. Cost for staging area not to be paid for directly, but shall be considered incidental to other items. Written approval from land owner is required prior to construction. After construction is complete and staging area is returned to its pre-construction condition or better, a letter of approval from the land owner accepting the condition of the staging area is required to be submitted to the County prior to final acceptance.

5. UTILITY LOCATES

The Contractor must allow enough time for utility locates to be performed and coordinate ALL locate activity. If utility conflicts are found, the contractor must notify the Contracting Agency in writing and work with the affected utility and the Contracting Agency to accomplish the contracted work.

6. TRAFFIC CONTROL

Provide description of traffic control required, including any pedestrian traffic. The contractor is encouraged to preview the project locations prior to bid.

7. CONTRACT TIME

Work shall start within 21 calendar days from the OWNER's execution of the Contract or as negotiated with Contractor. However, the work shall begin no later than 10 working days following the date of Notice to Proceed. Work may be suspended prior to starting contract time if the owner and contractor agree otherwise.

This is a working day contract. Contract time accounting shall start the day work begins. All work shall be completed in XX working days from the date in which contract time starts.

Or

This is a completion day contract. All work shall be completed on or before Month, Day, Year.

If said work is not completed within the time specified, the contractor agrees to pay to the County liquidated damages for each and every working day said work remains uncompleted after expiration of

the specified time. Liquidated damages shall be calculated based on 0.15% percent per day times the original contract award amount and shall be deducted from what is due the contractor.

8. CONTRACTOR WORKING HOURS

Contractor shall work during the hours stipulated as part of the Garfield County Noise Ordinance which states that no construction may occur between the hours of 10 p.m. to 7 a.m. or per applicable City Ordinance if working within the City Limits.

9. CONTRACTOR WORKING DAYS

Working Days shall be counted as 5 days per week, Monday to Friday, excluding legal county recognized holidays and weekends. If the owner and contractor agree, working days and contract time may be suspended or extended depending on the cause and/or reason for the extension. Reasons for an extension may include acts of God, weather, supply shortages, source of supply schedules, utility conflicts or other reasons that may occur as a result of things beyond the control of the owner and contractor. Extensions of time for other reasons is not acceptable.

10. PROOF OF INSURANCE

The Contractor shall provide public liability and property damage insurance as follows:

10.1. GENERAL

The Contractor shall obtain and maintain in full force and effect, from the Agreement Date to the Completion Date, public liability and property damage insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

When the Contractor delivers the executed Agreement form to Garfield County it shall be accompanied by a Certificate of Insurance (or a Certificate and a Binder) for a primary policy of Comprehensive General Liability insurance meeting the requirements set forth herein. The insurance policy provided must be on a per occurrence basis; no claims made policy will be accepted.

The policy of insurance shall specifically name Garfield County as an additional insured. Garfield County shall be given 10 days prior written notice of any cancellation, reduction or modification of the insurance.

The Contractor shall not begin work under the Agreement until the required insurance has been obtained and approved by Garfield County. Insurance shall provide coverage to the Contractor, all subcontractors and Garfield County. The coverage shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor or the subcontractor, or by anyone directly or indirectly employed by either of them.

Upon request, the contractor shall forward to Garfield County the original policy, or endorsement obtained, to a Contractor's policy currently in force.

10.2. COVERAGES

The insurance shall provide the minimum coverages set forth below:

Standard Coverage and Limits

- a. Owners and Contractors Protective Insurance providing bodily injury and property damage liability with limits of \$1,000,000 per occurrence and in the aggregate.
- b. Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence for each policy year.
- c. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with Garfield County named as an additional insured in connection with the Contractor's Performance on this agreement.

Prior to agreement execution, the Contractor shall file with the Department of Public Works Certificates of Insurance evidencing the minimum insurance coverages required under these specifications.

All Insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 10 days prior written notice to Garfield County of any cancellation or reduction of coverage. Providing coverage in these stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.

Evidence of Insurance

The Contractor shall provide a Certificate of Insurance or other comparable form that conforms to the following requirements:

- a. Names Garfield County as an additional insured;
- b. Contains the appropriate amount and types of coverages which are specified by the Agreement;
- c. Provides for cancellation notice to Garfield County of at least 10 days; and,
- d. Does not contain the following or similar wording regarding cancellation notification to Garfield County: "Failure to mail such notice shall impose no obligation or liability of any kind upon the company."

11. PREVAILING WAGE

Contractor shall comply with the prevailing wage requirements of Chapter 39.12 RCW.

12. RETAINAGE AND PERFORMANCE BONDING

In accordance with [RCW 39.08.10](#), contractor shall secure a payment and performance bond equal to the contract amount. On contracts of **one hundred fifty thousand dollars or less**, at the option of the contractor or the general contractor/construction manager as defined in [RCW 39.10.210](#), the respective public entity may, in lieu of the bond, retain ten percent (10%) 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, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](#) RCW, whichever is later.

In accordance with [RCW 60.28.015](#), Except as provided below in this subsection, public improvement contracts must provide, and public bodies must reserve, a contract retainage not to exceed five percent (5%) of the moneys earned by the contractor as a trust fund for the protection and payment of: (i) The claims of any person arising under the contract; and (ii) the state with respect to taxes, increases, and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from such contractor.

Public improvement contracts funded in whole or in part by federal transportation funds must rely upon the contract bond as referred to in chapter 39.08 RCW for the protection and payment of: (i) The

claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement project under Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved. In this case not retainage may be withheld.

13. PROGRESS ESTIMATES

Progress payments will be made at least monthly based on work completed as of the last day of the month. The contractor will receive progress payments within 30 days of the cutoff. Progress payments may include payment for materials on hand and a minimum payment for mobilization of 50% on the first pay estimate. Retainage will be withheld until the County has received all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW.

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PROPOSAL (BID) FORM

TO: Garfield County Board of Commissioners

BID FROM: _____

STATE CONTRACTOR REGISTRATION NUMBER: _____

The undersigned hereby certifies that he/she has personally examined the location and construction details of work as outlined on the contract plans and specifications for the **NAME OF PROJECT** and has read and thoroughly understands the plans and specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract, at the following schedule of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid must be shown. **SALES TAX TO BE INCLUDED IN THE BID ITEM PRICES.** Show unit prices in both words and figures, and where conflicts occur, the written or typed words shall prevail.

BID SCHEDULE (SALES TAX TO BE INCLUDED IN THE BID ITEM PRICES)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
CONTRACT ITEMS					
1	Mobilization	1	LS	\$	\$
Unit Price In Words:					
2	Flexible Guide Post	2,725	EA	\$	\$
Unit Price In Words:					
3	Permanent Signing	3,273	SF	\$	\$
Unit Price In Words:					
4	Flashing LED Sign	1	EA	\$	\$
Unit Price In Words:					
5	Project Temporary Traffic Control	1	EA	\$	\$
Unit Price In Words:					
6	Trimming and Cleanup	1	LS	\$	\$
Unit Price In Words:					
TOTAL (including tax):					\$

CONTRACT WILL BE AWARDED ON TOTAL BID.

Upon receipt of written notice of the notice of Award, Bidder will execute the formal contract attached within 15 calendar days and deliver a Contract Bond as required by the specifications.

The bid security attached in the amount of 5% of the bid amount is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder acknowledges receipt of the following ADDENDA:

Addendum No. _____ Dated:

Addendum No. _____ Dated:

Addendum No. _____ Dated:

Note: The contractor is required to sign the appropriate signature sheet certifying that they shall comply with the terms, conditions as set forth in the proposal (bid) form and as stated in the invitation to bid, contract plans and specifications and that they are not a willful violator of labor laws in reference to RCW 49.48.082. This includes certifying the bid pricing and total bid price noted on the proposal form.

DRAFT

CONTRACTORS SIGNATURE SHEET CORPORATION

Date: _____

Name and Address of Corporation: _____

Incorporated Under the Laws of the State of: _____

Date Qualified to do business in Washington: _____

The undersigned does hereby certify that there company/business/individuals are not a willful violator of labor laws in reference to RCW 49.48.082 and until December 31, 2013, have not violated RCW 39.04.370.

The undersigned does hereby certify that he does _____, does not _____, intend to subcontract a portion of the work in this contractor's proposal.

The undersigned does hereby certify that they shall comply with the terms, conditions as set forth in the proposal (bid) form and as stated in the invitation to bid, contract plans and specifications.

Name and Address of President: _____

Name and Address of Secretary: _____

Name and Address of Treasurer: _____

ATTEST:

Secretary

SIGNATURE:

President, Vice-President, etc.

CONTRACTORS SIGNATURE SHEET INDIVIDUAL OR PARTNERSHIP

Date: _____

Name and Address of Bidder: _____

Type of Organization: _____

The undersigned does hereby certify that there company/business/individuals are not a willful violator of labor laws in reference to RCW 49.48.082 and until December 31, 2013, have not violated RCW 39.04.370.

The undersigned does hereby certify that he does _____, does not _____, intend to subcontract a portion of the work in this contractor's proposal.

The undersigned does hereby certify that they shall comply with the terms, conditions as set forth in the proposal (bid) form and as stated in the invitation to bid, contract plans and specifications.

SIGNATURES:

(Name and Title)

(Address)

(Name and Title)

(Address)

(Name and Title)

(Address)

(If the organization is a partnership, this must be signed by at least one general partner.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Contractor Name)

Of _____
(Contractor Address)

As principal, and _____
(Surety Name and Address)

a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Garfield County, Washington, in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal, for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the construction of the **NAME OF PROJECT**, Garfield County Washington, said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Owner, within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20____.

Principal

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

By _____(s)

(Address)

(Address)

Surety

ATTEST:

Witness as to Surety

(Address)

By _____
Attorney-in-Fact

(Address)

DRAFT

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call: Garfield County Public Works, PO 160, Pomeroy, WA 99347 or call at 509-843-1301.

AGREEMENT TO AFFIRMATIVE ACTION

As officers and representatives of _____,
we the undersigned have read and fully agree to comply with all contract requirements for
affirmative action to ensure Equal Employment Opportunity.

Date _____

Signature

Title

Date _____

Signature

Title

DRAFT

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor quoting/bidding work included in the invitation to bid or request for quotes, shall prepare and submit with the quote/bid the following schedule of information. The contractor/bidder must sign and certify that the information included is true and correct.

This data sheet must be included in and made a part of each quote, bid or bid proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. Current Contractor Registration Number: _____
4. Contractor Unified Business Identifier (UBI #): _____
5. Is your Industrial Insurance Coverage Current? : ___yes___no.
6. Contractor Employment Security Department Number: _____
7. Contractor State Excise Tax Registration Number: _____
8. Is your company currently debarred from being able to enter into this contract? ___yes___no.
9. How many years have you been engaged in the contracting business under the present firm name:

10. Contracts now in hand. Gross Amount \$ _____
11. General character of work performed by your company: _____
12. List similar construction projects completed by your company, including approximate costs and name and phone number of the Project Engineer and Owner:

13. Bank references: _____

14. Bonding Company: _____
15. List your major equipment available for this contract: _____

16. Background and experience of the principal members of your organization, including the officers:

17. Credit available: \$ _____
18. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?: _____ Yes, _____ No.
19. The bidder hereby certifies that in accordance with RCW 9A.72.085, under penalty of perjury, that within the three-year period immediately preceding the date of the bid solicitation, has not been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Dated at _____, this _____ day of _____, 20____.

Name of Company/Bidder

By: _____
Signature

Title: _____

DRAFT

NOTICE OF AWARD

(DATE)

(CONTRACTOR ADDRESS)

RE: Name of Project
Project Number if applicable
Notice of Award

Dear Mr. or Mrs. :

On (DATE), the Garfield County Board of Commissioners awarded to your company the contract for above mentioned project. The decision to award this contract to your company was based on your total project quote submitted on (DATE) and based on the determination that your company submitted the lowest responsible bid quote.

The final contract award is in the amount of \$ (XXX,XXX) "including tax". You are required to execute the Contract Agreement and furnish the required Contract Bond within Fifteen (15) calendar days from the date of this notice. If you fail to execute said Contract and to furnish said bond within that time period, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your bid bond, and the OWNER will be entitled to such other rights as may be granted by law.

As per the contract specifications, contract time is 50 working days. Time accounting shall begin within 10 calendar days of receipt of the notice to proceed, unless the period for completion is extended otherwise as provided by the CONTRACT SPECIFICATIONS.

You are requested to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

If you have any questions, please contact me at 509-843-1301.

Sincerely,

Walter G. Morgan, P.E.
Garfield County Engineer

ACCEPTANCE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged.

By: _____
Contractor Name

this _____, day of _____, 20____.

By: _____
Contractor Signature

Name and Title: _____

DRAFT

CONTRACT

THIS AGREEMENT, made and entered into, this _____ day of _____, 20____, by and between the County of Garfield, Washington (hereinafter called OWNER), and **NAME OF CONTRACTOR** (hereinafter called CONTRACTOR).

WITNESSETH: That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the construction of the **Name of Project**, in accordance with and as described in the project plans, specifications, and the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, State of Washington DOT and APWA, Amendments, Special Provisions and Standard Plans which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or addition to the work provided under this contract and every part thereof.

Work shall start within 21 calendar days from the OWNER's execution of the Contract or as negotiated with the Contractor. However, the work shall begin no later than 10 working days following the date of Notice to Proceed. Contract time accounting shall start the day work begins. Work shall be completed in **50 working days** from the date in which contract time starts.

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER liquidated damages for each and every working day said work remains uncompleted after expiration of the specified time. Liquidated damages shall be calculated based on 0.15% percent per day times the original contract award amount and shall be deducted from what is due the contractor.

The CONTRACTOR shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except such as are mentioned in the specifications to be furnished by the OWNER or others.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the referenced plans and specifications and terms and conditions herein contained, and hereby contracts to pay for the same according to the project plans and specifications, the bid schedule of unit prices, and at the time and in the manner and upon the conditions provided for in this contract.
- III. The CONTRACTOR for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contract.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first here-in-above written.

GARFIELD COUNTY:

CONTRACTOR:

Name of Commissioner, Chairman
Garfield County Commissioner

Title: _____

This ____ day of _____, 20____

this ____ day of _____, 20____

Attest By: _____
Donna Deal, Clerk of the Board

Approved as to Form:

This _____ day of _____, 20____

Matt Newburg, Garfield County Prosecuting Attorney

DRAFT

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that
as Principal of _____, and
as Surety, are jointly and severally held and bound unto Garfield County, Washington for the penal
sum of _____ (\$_____) for the payment of which we jointly and
severally bind ourselves, our heirs, executors, administrators, and assigns, and successors, and
assigns, firmly by these presents.

The condition of this bond is such that whereas, on the _____ day of _____, 20____,
the said _____ Principal, herein, executed a certain contract with Garfield
County, Washington by the terms, conditions and provisions of which contract the said
Principal, herein agree to furnish all material and do certain work, to wit: That
will undertake and complete the construction of the **Name of Project** as per drawings, plans and
specifications made a part of said contract, which contract as so executed, is hereunto attached,
is now referred to and by reference is incorporated herein and made a part hereof as fully for all
purpose as if here set forth at length.

Now therefore, if the Principal herein shall faithfully and truly observe and comply with the terms,
conditions, and provisions of said contract in all respects, and shall well and truly and fully do and
perform all matters undertaken to be performed under said contract upon the terms proposed
therein, and within the time prescribed therein, and until the same is accepted, and shall pay all
laborers, mechanics, subcontractors, and material men, and all persons who shall supply such
Contractor or subcontractors with provisions and supplies for the carrying out of such work, and
shall in all respects faithfully perform said contract according to law, then this obligation to be void,
otherwise to remain in full force and effect.

ATTEST: _____
Principal

BY _____(s)

(Principal) Secretary

Witness as to Principal

(SEAL)

(Address)

CONTRACT BOND (Continued)

Surety
ATTEST: _____

BY: _____
Attorney-in-Fact

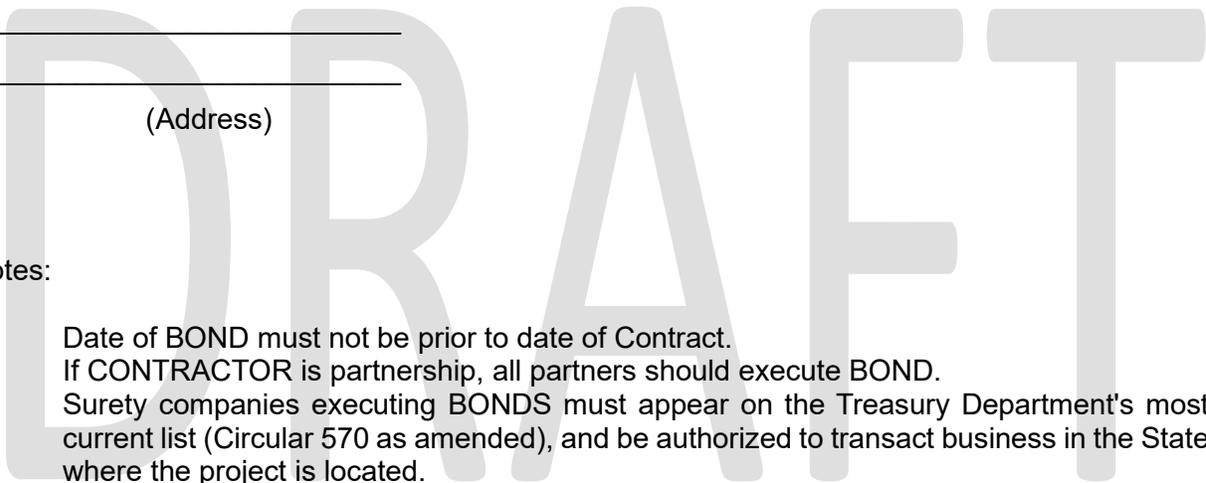
Witness as to Surety

(Address)

(Address)

Notes:

1. Date of BOND must not be prior to date of Contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the State where the project is located.



CERTIFICATE OF INSURANCE

BIDDER hereby certifies that he has the following insurance coverage:

Workmen's Compensation Insurance:

Company

Coverage

Bodily Injury (Including Death) Liability:

Company

Coverage, Bodily Injury
One Person

Coverage, Bodily Injury
More than one person

Property Damage Liability:

Company

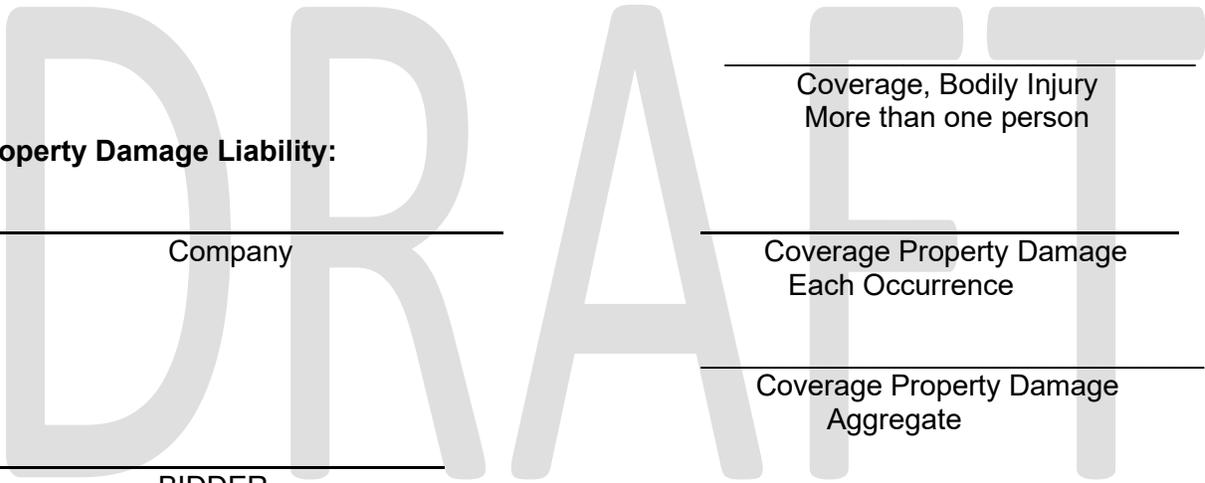
Coverage Property Damage
Each Occurrence

Coverage Property Damage
Aggregate

BIDDER

Address

Date



NOTICE TO PROCEED

(DATE)

(CONTRACTOR ADDRESS)

RE: Name of Project
Project Number if applicable

Notice to Proceed

Dear Mr. (NAME):

On (DATE), the Board of County Commissioners fully executed the contract for the above mentioned project. Enclosed is your copy of the original fully executed contract.

As per the contract, you are hereby given Notice to Proceed. The Notice to Proceed date is (DATE). Work shall begin within 10 calendar days of the Notice to Proceed Date unless otherwise approved in writing. Therefore, contract time accounting shall begin no later than (DATE). All work shall be completed in **50 working days** from the date in which contract time starts.

You are requested to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

If you have any questions, please contact me at 509-843-1301.

Sincerely,

Walter G. Morgan, P.E.
Garfield County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

on _____, 20____.

Contractor: _____

By: _____

Title: _____

DRAFT

Bidder responsibility criteria

RCW 39.04.350

(1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter [18.27](#) RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title [51](#) RCW; an employment security department number as required in Title [50](#) RCW; and a state excise tax registration number as required in Title [82](#) RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW [39.06.010](#) or [39.12.065](#)(3);
- (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation;
- (f) Until December 31, 2013, not have violated RCW [39.04.370](#) more than one time as determined by the department of labor and industries; and
- (g) Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), [49.48](#), or [49.52](#) RCW.

(2) Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW [9A.72.085](#) verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection (1)(g) of this section. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.

(3) In addition to the bidder responsibility criteria in subsection (1) of this section, the state or municipality may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet.

(a) Supplemental criteria for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible, must be provided in the invitation to bid or bidding documents.

(b) In a timely manner before the bid submittal deadline, a potential bidder may request that the state or municipality modify the supplemental criteria. The state or municipality must evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the state or municipality must issue an addendum to the bidding documents identifying the new criteria.

(c) If the bidder fails to supply information requested concerning responsibility within the time and manner specified in the bid documents, the state or municipality may base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible.

(d) If the state or municipality determines a bidder to be not responsible, the state or municipality must provide, in writing, the reasons for the determination. The bidder may appeal the determination within the time period specified in the bidding documents by presenting additional information to the state or municipality. The state or municipality must consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the state or municipality may not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

(4) The capital projects advisory review board created in RCW [39.10.220](#) shall develop suggested guidelines to assist the state and municipalities in developing supplemental bidder responsibility criteria. The guidelines must be posted on the board's web site.

[[2017 c 258 § 2](#); [2010 c 276 § 2](#); [2009 c 197 § 2](#); [2007 c 133 § 2](#).]

NOTES:

Findings—2017 c 258: "The legislature finds that government contracts should not be awarded to those who knowingly and intentionally violate state laws. The legislature also finds that businesses that follow the law and pay their workers appropriately are placed at a competitive disadvantage to those who reduce costs by willfully violating the minimum wage act and wage payment act. In order to create a level playing field for businesses and avoid taxpayer contracts going to those that willfully violate the law and illegally withhold money from workers, the state should amend the state responsible bidder criteria to consider whether a company has willfully violated the state's wage payment laws over the previous three years." [[2017 c 258 § 1](#).]

Rules—Implementation—2009 c 197: See note following RCW [39.04.320](#).

SUPPLEMENTAL CRITERIA
RESPONSIBLE BIDDER EVALUATION

The County, in determining the lowest responsible bidder, in addition to price, shall give the following “**supplemental criteria**” consideration:

- e. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- f. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
- g. Whether the bidder can perform the contract within the time specified;
- h. The quality of performance of previous contracts or services;
- i. Compliance by the bidder with laws related to the contracts, services or purchasing;
- j. Life Cycle Costs – Not always is the lowest bid price the lowest cost solution;
- k. Such other information as may be secured having a bearing on the decision to award the contract;
- l. Whether or not the vendor or contractor owes the County money.

DRAFT

OPTION TO WAIVE PAYMENT AND PERFORMANCE BOND and RETAINAGE
Public Works Projects \$35,000 or less

Project Name:

On contracts of **thirty five thousand dollars or less**, at the option of the contractor, the respective public entity may waive the requirements to obtain bid deposits, withhold retainage and performance and payment bonds.

Therefore, the contractor hereby requests to waive those requirements.

Dated this ____ day of _____, 20__

Contractor Signature

DRAFT

OPTION TO WAIVE PAYMENT AND PERFORMANCE BOND
Public Works Projects \$150,000 or less

Project Name:

In accordance with RCW 39.08.10 Contractor shall secure a payment and performance bond equal to the contract amount. On contracts of **one hundred fifty thousand dollars or less**, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the respective public entity 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, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Therefore, the contractor hereby requests that in lieu of a payment and performance bond, that the County withhold/retain an amount equal to 10% on each progress payment due, until such time limitations or conditions have been met as stated above or as per contract requirements. Contract specifications shall prevail.

Dated this _____ day of _____, 20xx.

Contractor Signature

Business Name

RETAINAGE RELEASE

CHECKLIST

Basic Information

Project Name:	Project #:	
Contractor's Name:		
Retainage Status		
<input type="checkbox"/> Escrow Agreement	<input type="checkbox"/> Agency Holding Retainage	<input type="checkbox"/> Retainage Bond
Dates		
Substantial Completion Date	Final Acceptance Date	45 Days from Final Acceptance

Documentation Required

Description:	Date Received or Completed:		
Acceptance Notices			
<input type="checkbox"/> Final Acceptance Letter (to Contractor)			
<input type="checkbox"/> Notice of Completion of Public Works Contract to DOR			
<input type="checkbox"/> Notice of Completion of Public Works Contract to ESD			
<input type="checkbox"/> Notice of Completion of Public Works Contract to L&I			
Releases from State Agencies			
<input type="checkbox"/> Department of Revenue Certificate of Payment of State Excise Taxes by Public Works Contractor			
<input type="checkbox"/> Employment Security Department Certificate of Payment of Contribution, Penalties & Interest on Public Works Contract			
<input type="checkbox"/> Labor & Industries Contract Release			
Prevailing Wages			
<input type="checkbox"/> Statements of Intent to Pay Prevailing Wages			
<input type="checkbox"/> Affidavits of Wages Paid			
Claims and Liens Against the Retainage and Payment Bond			
<input type="checkbox"/> Type of Action*	Claimant	Amount	Date Received

* Claim, Renewal, Release