



Administrative Policy and Procedure City of Prosser, Washington

SUBJECT: Purchasing		
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General Provisions

PURPOSE

The purpose of this policy is to ensure that the citizens of Prosser and the City of Prosser are obtaining the best work or supplies possible at the most reasonable price. This policy is aimed at preventing fraud, favoritism, or collusion and to create a fair forum for bidders.

ORGANIZATIONS AFFECTED

This code applies for all departments of the city.

REFERENCES

Ordinance No. 14-2893 (Prosser Municipal Code 3.62)

Resolution No. 14-1459 (Contract Forms)

DEFINITIONS

Bid Limits - Dollar amounts below which competitive bids or the small works roster process are not required for the purchase of equipment, supplies or materials or for public works projects. When calculating bid limits the annual cost of expected reoccurring purchases, all city needs and the purchase of like items (i.e. meter boxes and lids) should be considered.

Competitive Bids - A process through which there is competition following advertisement in at least the official newspaper of the City and other media for equipment, supplies, materials and public works contracts, open to all suppliers, vendors, and contractors, and in which price is the primary basis for consideration and contract award.

Small Works Roster - A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster maintained by MRSC by the local government agency, in which the price is the primary basis for consideration and contract award.

Small Public Works Contracts - A process through which written or electronic quotes are solicited from contractors for public works contracts with total estimated costs below the bid limits following notification; in which the price is the primary basis for consideration and contract award.

Quotes - A process through which written or electronic quotes are solicited from suppliers and vendors for equipment, supplies and material contracts with total estimated costs below the bid limits; in which price is the primary basis for consideration and contract award. Quotes are required to be solicited for all purchases from \$2,500 to \$49,999.

Competitive Negotiations - A process through which there is competition following advertisements in the City official newspaper and other media for equipment, supplies, materials and public works contracts, open to suppliers, vendors and contractors, which factors other than price may be the primary basis for consideration and contract award.

Vendor Lists - A process in which there is competition for equipment and supply contracts through notification to some or all suppliers and vendors who have requested placement on a roster kept by the Finance Department which price is the primary basis for consideration and contract award. The vendor list process can be used for non-public work related purchases less than \$50,000 (which includes the cost of shipping, tax, and other related costs).

Public Agency Work - Limits set by the Legislature on the amount of public works that can be accomplished using the agency's own work force or by hiring day laborers. Limits are expressed as specific dollar amounts for single or multiple craft projects and/or as percentages of the public works or road fund budgets. RCW 35.23.352.

Services - Services are non-public works activities requiring labor, equipment, supplies and materials for which an agency contracts, on a periodic, routine basis. Professional services are defined as activities such as consulting that have a primarily intellectual final product.

- **Personal Services:** Professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement.
- **Professional Services:** Services rendered by any person, other than as an employee, contracting to perform activities within the scope of the general definition of professional practice in RCW 18.08 (Architects), 18.43 (Engineers and Land Surveyors), 18.96 (Landscape Architects)

Public Works - RCW 39.04.010 defines the term "public work" to include all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

Ordinary Maintenance - Work not performed by contract and that is performed on a regularly scheduled basis (e.g. daily, weekly, monthly, etc. 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 not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

Public Notice - When required, public notice must be made in at least the official newspaper of the City or a publication of general distribution. Additionally, notice should be placed on the city's webpage. Publication duration and wording should be consistent with state law or grant/loan requirements. Typically the City endeavors to publish public notices once a week for two weeks when the situation allows.

Emergency - Unforeseen circumstances beyond the control of the City which present a real, immediate, and extreme threat to the proper performance of essential functions or which may reasonably be expected to result in excessive loss or damage to property, bodily injury, or loss of life. RCW 43.19.200(2) An

emergency purchase is a purchase made pursuant to RCW 43.19.200 in which the normal competitive purchasing procedures have been waived by a declaration of emergency issued by the Mayor or his designee. Lack of planning does not constitute an emergency. Please reference the follow PMCs for more information: PMC 9.10; PMC 9.15; and PMC 16.

Responsible Bidder – RCW 39.04.350.

Solicitation – WAC 236.48.003. The process of notifying prospective bidders that the purchasing activity desires to receive competitive bids, quotes, or proposals for the furnishing of goods or services.

RESPONSIBILITIES

Mayor. Is responsible for implementing the administrative policies necessary to ensure compliance with state and federal mandated purchasing requirements. He or she may at any time choose to present a purchasing decision to the City Council for their review and approval. The Mayor, or his designee, is authorized by City Council to administratively authorize budgeted expenditures which do not exceed \$50,000.

The Mayor, or his designee, is authorized to administratively enter into contract for services or equipment for budgeted expenses which do not exceed \$50,000 including taxes and shipping costs.

Finance Director. Is responsible for preparing the necessary forms, checklists, education, and other resources for departments to assist in the purchasing process. The Finance Director is also responsible for maintaining a vendor list, small works roster list, or contracts for these services.

Department Director. Is responsible for ensuring that all purchasing in their department are reasonable, responsible, and meet federal and state purchasing requirements along with the City's operating budget and mission statement.

All Staff. Are responsible for reporting the true needs of the department and for ensuring that fair price is paid for the service or product received. Each staff member is also responsible for ensuring that the purchasing process is fair and free of conflicts of interest or the appearance of such.

STANDARDS OF CONDUCT

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal or other award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, 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 or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Failure to comply with this section or other sections of this policy may result in disciplinary action pursuant to the appropriate collective bargaining agreement, personnel policy, or employment contract.

Approval Limits

Department heads are authorized to make budgeted expenditures in their assigned departments up to \$10,000. They are also allowed to purchasing authority to other staff in their department as they see fit up to \$2,500.

The Finance Director is responsible to authorizing budgeted expenditures of \$10,000 up to \$34,999

The City Administrator is responsible to authorizing budgeted expenditures of \$35,000 up to \$49,999. Budgeted Expenditures which exceed \$50,000 require the approval of the City Council.

Purchase Orders

Purchase orders are required for purchases \$2,500 or more. It is important to note that should a separate contract be in place for the purchase or project, then a purchase order is not required.

Federal/Grant Funding

If Federal funds or grant funds are part of the funding of any purchase or contract, the Finance Department will work with the department and funding agency to establishing a purchasing process for that specific award. The Finance Department will need to consider federal purchasing requirements funding restrictions, and state and local purchasing policies.

Vendor List

How to get on the vendor list, number of publications dates, where posted, who manages.

The Finance Department manages the City's Vendor List. The Vendor List is perpetually open and vendors can be added to the list at any time by submitting to the City a copy of their W9. Additionally, notice will be placed at least twice a year in the City's official newspaper making vendors aware of the list and inviting them to be added to the vendor list.

Vendors are removed from the vendor list if they have not been used for four years.

A copy of the Vendor List is posted on the City's website.

How To Purchase Materials, Equipment, and Supplies *(not related to services, A&E or construction/public work)*

Reference RCW 39.04.190

This section applies to:

- Supplies, materials, and equipment that are for general government purposes and will not be used in connection to or to accomplish a specific public works project. For purchases made in connection with a public work, please see the How to Contract for Public Works Projects.
- Equipment rentals and leases with or without option to purchase.
- Equipment rentals with operator included may require prevailing wages.

Examples:

Materials, Equipment, Supplies

Safety Equipment
Warehouse Stock
Office Furniture
Tools

*These example lists are not all inclusive.

It is the responsibility of Department Heads to appoint individuals in their department who will make purchases for their department on the City's behalf under the respective quote limits that do not require purchase orders.

FYI

Spending Thresholds

- \$0 - \$2,499 -
No Purchasing
- \$2,500 - \$14,999 -
Get three quotes, use
vendor list,.
- \$15,000 + -
Must competitively
bid.

Don't Forget:

- Total cost should include all associated taxes, fees, and charges. These can include shipping, setup, handling, and sales taxes.
- Anticipated annual total cost
- All City needs – multi-department
- Like items (i.e. meter boxes and meter box lids)

How Much Are You Expecting to Spend?

- **Not to exceed \$2,500 - No Purchasing Involvement.**

- **Expected to exceed \$2,500 but less than \$15,000**

Three quotations should be solicited from the City's vendor list. If less than three responses are received it is acceptable but the Department Head is responsible for documenting the attempt to solicit quotations and should attach all of the documentation to the purchase order.

Step 1: Department contacts at least three vendors for quotations. If less than three quotations are returned, the department is required to provide proof of the request made to the vendor. If they are not able to provide the proof of contact (i.e email) they must either re-send the request, and document it this time, or find another vendor to request a quote from. It is also important to include detailed and specific information to ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, new quotes must be requested, using the alternate specifications.

Step 2: After quotes have been reviewed bids must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

Step 3: File a copy of the quote and award with the Clerk's Office, they will assign it a contract number which will be required by the Finance Department in order to process payments.

Step 4: Enter a PO into the process it for approval. If the vendor is not in the system, please collect a W9 from the vendor and submit to Finance so that a vendor can be created. Once the vendor is made, you will be able to continue to create your PO. Attach quote documentation to purchase order to document purchasing process. Once approved, submit PO to Finance Department. The Finance Department will attached this purchase order to the invoice when it is received.

- **Expected to exceed \$15,000**

Sealed bids/RFPs are required whenever the cost of materials, supplies, or equipment exceed \$15,000.

Step1: Department prepares technical specifications and bid documents. Arrange bid opening, bid closing, vendor question, and response timelines which should also be included in bid document.

Step 2: Submit legal notice to City's Official Newspaper (don't forget to also send a copy to the Clerk's Department).

Step 3: Post Bid Packets on the City's webpage on the Public Notice, RFP/RFQ and Bids.

Step4: All questions regarding the bid should be submitted in writing and collected until the vendor questions period is closed. Then, a list of all questions and responses should be provided to all potential bidders at this same time. This can be done by emailing those who submitted questions and by also posting this information on the City's webpage.

Step 5: Work with Clerk's Department to conduct bid opening.

Step 6: After bids have been opened, recommended award on form provided. Bid must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

- If the purchase amount is not budgeted or exceeds \$50,000 award must be approved by City Council.
- If purchase is budgeted and less than \$50,000 award can be made administratively.

Step 7: Administer bid for the life of the contract, i.e. price increases, lapses in insurance, bonding, prevailing wage, etc.

Alternates to Bidding

Intergovernmental Purchases.

RCW 39.32.070-090 Intergovernmental Purchasing – Federal

RCW 47.24.050 and RCW 35.77.020 authority to contract with County for repair or construction of streets and bridges

RCW 39.34 allows cooperative purchasing between public agencies

Purchases made from the state or federal bid program are exempt from the quotation process.

Intergovernmental contracts entered into by other government agencies will only be considered valid if the contract had been executed within the last 24 months.

The City is held responsible for purchasing decisions. Proper notices and processes are required to be followed when determining whether to use an inter-local contract or not. In order to utilize an intergovernmental contract from any agency, other than the State of Washington, or Federal Government, the following documentation must be collected to ensure that proper notice and process was followed.

- Public Notice or Advertisement
- Bid tabulations
- Contract documents

Electronic Data Processing and Telecommunications Systems

Reference: RCW 39.04.270

RCW 39.04.270 authorizes the City to use a competitive negotiation process as an alternative to the competitive bid process when purchasing telecommunication, data processing (computer) equipment or software. Custom software, network wiring, or improvements should be evaluated to determine if the project is actually a public work.

Examples:

Electronic Data Processing	Telecommunications Systems
Computer Software Applications	Telecommunications Software
Computer Services	Telecommunications Services
Computer Equipment	Telecommunications Equipment

Purchase at Auction

Reference RCW 39.30.045

Preapproval of an upper bidding limit must be obtained and documented. A purchase order shall be created to document the bidding limit approval.

The City may purchase any supplies, equipment, or material at auctions, when the item(s) can be obtained at a competitive price, conducted by the following:

- United States Governments, or any Federal Agency
- State of Washington, or any State Agency
- Any Municipality or other Government Agency
- Any private party.

Sole Sources.

References. RCW 39.04.280(1)(a)

RCW 39.04.280(1)(a) On a case by case basis the bid or quote requirement may be waived and a sole source purchase approved. A sole source purchase may be approved if one of the following conditions are met:

- Compatibility to existing City standard or to existing equipment, inventory, system, data, program, or service.
- Licensed or patented product with only one dealer.
- Only authorized service provider, repair and/or warranty services
- Unique design. Requires unique design features that are essential, aesthetic requirements, or not practical to match to existing design or equipment.
- Used item. Surplus item bought through an auction or distributor that would represent good value and is advantageous to the City.
- Delivery Date. Only one supplier can meet required delivery date.
- Project or research continuity. Product, system, service or data must comply with an ongoing project, research, data, testing, or analysis

A sole source justification form is attached for use your in supporting the sole source recommendation. This form must be approved by the Mayor, or his designee.

Budgeted sole source purchases which exceed \$50,000 require the approval of the City Council.

The following acquisitions are clearly and legitimately limited to a single source of supply or involve special facilities, services, or market conditions and are designated as exempt from competitive bid requirements. The City should use state contracts if available, if no state contracts exist, purchase authority is granted for the following:

- Utilities - Fees, charges, and assessments for public utilities such as garbage, heat, cable TV, power, lights, fire protection, and recycling services.
- Postage And Postal Service
- Professional License And Memberships
- Professional association membership dues or professional licenses required by employer or state law.

- Publications, Subscriptions And Information Service Directories: Publications, subscriptions, and information service directories in print or electric format.
- Conferences And Seminars; Registration/tuition for conferences and seminars; Booth or room rentals, facilities including furnishings and directly related services and materials for public hearings required by agency mission are included; Entrance fees to professional management award programs which are determined to be in pursuit of agency mission are also included.
- Miscellaneous Fees. Court imposed fees; Fees for obtaining records; Juries and directly related materials and services; Court ordered attorney fees; Out of court settlement costs; Registration/cancellation fees; Transfer fees or other transaction fees; Customs and brokerage fees and duties associated with procurement of goods from foreign countries where such costs are not paid by shipper.
- Legal/Promotional Advertisements and Awards. Legal or promotional advertisements cost via public media to include but not limited to newspapers, video, radio, billboards or journals, and; Prizes or awards materials which are related to the agency mission.
- Original Equipment Manufacturer (OEM) Repair Services. OEM repair services and component parts, and technical and maintenance services (including start-ups, training, and testing), and chemical supplies, which can only be obtained from the original equipment manufacturer or regionally authorized single distributor.
- Technical Inspection. Survey or certification services, and related expenses required for vessels, boilers, vehicles, and related equipment.
- Training Services. Recurring training for all or most employees; Materials (including training aids and devices) used in presentation of the training; Routine and ongoing training required for vendors/contractors/consultants to enable them to comply with contractual requirements; Training provided incidental (10% or less of equipment cost) to the purchase of equipment, but not included in equipment purchase price.

How to Contract for Services

There are three general types of service contracts.

1. Architecture and Engineering (A&E)
2. Professional (Personal) Services
3. Purchased Services

Below is provided more information about each of these types and their purchasing process.

Architect and Engineering (A&E)

A&E's are hired following the rules in RCW 39.80.

Notice will be made once a year by the Clerk's Office in the official paper of the City.

Consultant Selection. Department Heads may select consultants from the roster and ask them to respond to RFPs for individual projects, with or without interviews. Departments may also select, for certain projects may choose to advertise its specific need for services and select firms based on the RFQ (Request for Qualifications) submittals and then interview those firms using a committee.

Examples

Architectural Services as defined by RCW 18.08
Engineering Services as defined by RCW 18.43
Land Surveying as defined by RCW 18.43
Landscape Architecture as defined by 18.96

FYI

Spending Thresholds

- \$0 - \$2,499 -
No Purchasing
- \$2,500 - \$24,999 -
Get three quotes
- \$25,000 + -
Must competitively bid.

Don't Forget:

- **A&E** - Architect & Engineering
- **Professional Services** - legal, umpires, instructors, studies
- **Purchased Services** - vehicle repairs, electrical, HVAC maintenance, tree trimming

Professional and Purchased Services

“Professional Services” (also commonly referred to a personal services) is an agreement with an independent contractor for providing services to the City. The City does not provide direction to the provider other than the circumstances that are stated in the terms of the agreement.

“Purchased Services” are those provided by vendors for routine, necessary and continuing function of the City.

Professional (Personal) Services	Purchased Services
Legal	Custodial Services
Rate Studies	HVAC Maintenance
Strategic Planning	Document Shredding
Recruitment	Vehicle Repairs
Referees	Electrical
Program Instructors	Tree Trimming

How Much Are You Expecting to Spend?

➤ **Not to exceed \$2,500** - No Purchasing Involvement.

➤ **Expected to exceed \$2,500 but less than \$25,000**

Step 1: Department contacts at least three vendors for quotations. . If less than three quotations are returned, the department is required to provide proof of the request made to the vendor. If they are not able to provide the proof of contact (i.e email) they must either re-send the request, and document it this time, or find another vendor to request a quote from. It is also important to include detailed and specific information to ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, new quotes must be requested, using the alternate specifications. **Please use Service Quote Form**

Step 2: After quotes have been reviewed bids must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

Step 3: File a copy of the quote and award with the Clerk’s Office, they will assign it a contract number which will be required by the Finance Department in order to process payments.

Step 4: Enter a PO into the process it for approval. If the vendor is not in the system, please collect a W9 from the vendor and submit to Finance so that a vendor can be created. Once the vendor is made, you will be able to continue to create your PO. Attach quote documentation to purchase order to document purchasing process. Once approved, submit PO to Finance Department. The Finance Department will attached this purchase order to the invoice when it is received.

➤ **Expected to exceed \$25,000**

Sealed bids/RFPs are required whenever the cost of services expected to exceed \$25,000.

Step1: Department prepares scope of work and other requirements. Arrange bid opening, bid closing, vendor question, and response timelines which should also be included in bid document.

Step 2: Submit legal notice to City's Official Newspaper (don't forget to also send a copy to the Clerk's Department).

Step 3: Post Bid Packets on the City's webpage on the Public Notice, RFP/RFQ and Bids.

Step4: All questions regarding the bid should be submitted in writing and collected until the vendor questions period is closed. Then, a list of all questions and responses should be provided to all potential bidders at this same time. This can be done by emailing those who submitted questions and by also posting this information on the City's webpage.

Step 5: Work with Clerk's Department to conduct bid opening.

Step 6: After bids have been opened, recommended award on form provided. Bid must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

- If the purchase amount is not budgeted or exceeds \$50,000 award must be approved by City Council.
- If purchase is budgeted and less than \$50,000 award can be made administratively.

Step 7: Administer bid for the life of the contract, i.e. price increases, lapses in insurance, bonding, prevailing wage, etc.

How to Contract for Public Works Projects?

Is it Maintenance or a Public Work?

This essential question must be answered to determine the proper process and requirements that will guide your project.

RCW 39.04.010 indicates that a “Public Work” means all work, construction, alteration, repair or improvement other than ordinary maintenance. WAC 296.127.010(7)(b)(iii) defines “ordinary maintenance” as work not performed by contract and that is performed on a regularly scheduled basis, but not less frequently than once a year, to service, check, replace, items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so the repair does not become necessary.

All public works including ordinary maintenance when performed by contract must comply with RCW 39.12 (prevailing wages).

Day Labor Limits

The City may use their own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft) For projects larger than this, the City must hire a contractor.

FYI

Spending Thresholds

- \$0 - \$2,499
No Purchasing
- \$2,500 - \$34,999
Get three quotes
- \$35,000 - \$349,999
Get five quotes
- \$350,000 +
Competitive Bids

Don't Forget:

- **Small Works Roster Can be accessed at www.mrscrosters.com**
- Prevailing Wage Required for all Public Works Contracts
- Include Sales Tax in bids if required
- Collect Bonds and Retainage as required by law.

How Much Are You Expecting to Spend?

- **Not to exceed \$2,500 - No Purchasing Involvement.** Select from Small Works Roster

- **Expected to exceed \$2,500 but less than \$35,000**

Step 1: Department contacts at least THREE contractors off the City's Small Works Roster for quotations. . If less than three quotations are returned, the department is required to provide proof of the request made to the vendor. If they are not able to provide the proof of contact (i.e email) they must either re-send the request, and document it this time, or find another vendor to request a quote from. It is also important to include detailed and specific information to ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, new quotes must be requested, using the alternate specifications. **Please use Small Works Quote Form**

Step 2: After quotes have been reviewed bids must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

Step 3: File a copy of the quote and award with the Clerk's Office, they will assign it a contract number which will be required by the Finance Department in order to process payments.

Step 4: Enter a PO into the process it for approval. If the vendor is not in the system, please collect a W9 from the vendor and submit to Finance so that a vendor can be created. Once the vendor is made, you will be able to continue to create your PO. Attach quote documentation to purchase order to document purchasing process. Once approved, submit PO to Finance Department. The Finance Department will attached this purchase order to the invoice when it is received.

- **Expected to exceed \$35,000 but less than \$349,999**

Step 1: Department contacts at least FIVE contractors off the City's Small Works Roster for quotations. . If less than five quotations are returned, the department is required to provide proof of the request made to the vendor. If they are not able to provide the proof of contact (i.e email) they must either re-send the request, and document it this time, or find another vendor to request a quote from. It is also important to include detailed and specific information to ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, new quotes must be requested, using the alternate specifications. **Please use Small Works Quote Form**

Step 2: After quotes have been reviewed bids must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

- If the purchase amount is not budgeted or exceeds \$50,000 award must be approved by City Council.
- If purchase is budgeted and less than \$50,000 award can be made administratively.

Step 3: File a copy of the quote and award with the Clerk's Office, they will assign it a contract number which will be required by the Finance Department in order to process payments.

Step 4: Enter a PO into the process it for approval. If the vendor is not in the system, please collect a W9 from the vendor and submit to Finance so that a vendor can be created. Once the vendor is made, you will be able to continue to create your PO. Attach quote documentation to purchase order to document purchasing process. Once approved, submit PO to Finance Department. The Finance Department will attached this purchase order to the invoice when it is received.

➤ **Expected to exceed \$350,000**

Sealed bids/RFPs are required whenever the cost of services expected to exceed \$350,000.

Step1: Department prepares scope of work and other requirements. Arrange bid opening, bid closing, vendor question, and response timelines which should also be included in bid document.

Step 2: Submit legal notice to City's Official Newspaper (don't forget to also send a copy to the Clerk's Department).

Step 3: Post Bid Packets on the City's webpage on the Public Notice, RFP/RFQ and Bids.

Step4: All questions regarding the bid should be submitted in writing and collected until the vendor questions period is closed. Then, a list of all questions and responses should be provided to all potential bidders at this same time. This can be done by emailing those who submitted questions and by also posting this information on the City's webpage.

Step 5: Work with Clerk's Department to conduct bid opening.

Step 6: After bids have been opened, recommended award on form provided. Bid must be awarded for the most responsive bid from a responsible bidder. If recommended for award is made to anyone other than the low bidder, attach a memo stating specific reasons why the low bid is not acceptable.

Step 7: Council must award bid and contract.

Step 8: Administer bid for the life of the contract, i.e. price increases, lapses in insurance, bonding, prevailing wage, etc.

What is if it is an Emergency?

Lack of planning is NOT an emergency

An emergency is an unforeseen circumstances beyond the control of the City which present a real, immediate, and extreme threat to the proper performance of essential functions or which may reasonably be expected to result in excessive loss or damage to property, bodily injury, or loss of life. RCW 43.19.200(2) An emergency purchase is a purchase made pursuant to RCW 43.19.200 in which the normal competitive purchasing procedures have been waived by a declaration of emergency issued by the Mayor or his designee.

Please reference the follow PMCs for more information: PMC 9.10; PMC 9.15; and PMC 16.

References:

RCW 38.52 agency declared emergency

RCW 39.04.280(1) waiver of competitive bidding in event of emergency

RCW 38.52.070(2) waiver of competitive bidding in event of emergency

RCW 39.04.280 federal or state declared emergency

PMC 16.10 Critical Areas

PMC 9.10 Emergency Powers

PMC 9.15 Emergency Management

Step 1: Mayor or City Administrator declares an emergency with the assistance of the City Clerk.

Step 2: Contact vendors and direct work as necessary to address emergency. It is important to note that once the urgent nature of the emergency has been addressed than, contracting and spending requirements resume.

Step 3: At the next Council Meeting, Council are notified of the emergency declaration and expected expense.

Materials, Equipment, & Supplies

Step	\$2,499 or LESS	\$2,500-\$15,000	\$15,000 or MORE
Step 1:	Be Responsible & Buy it!	Get 3 Quotes for vendors using quote form	Prepare RFP or Bid
Step 2:		Determine Lowest Bidder and sign quote form, notify bidder	Advertise
Step 3:		Provide signed quote to Clerk's for filing	Open Bids and find lowest bidder
Step 4:			Enter into contract for Purchase. If the cost is \$50,000 it must be approved by Council
		<p>SHORTCUT: Search State Bids</p> <ul style="list-style-type: none"> - If you can find your item on State Bid, print the bid, contact the vendor and make the purchase (don't forget to do a PO) 	<p>SHORTCUT: Search State Bids</p> <ul style="list-style-type: none"> - If you can find your item on State Bid, print the bid, contact the vendor and make the purchase (don't forget to do a PO). If the cost is \$50,000 it must be approved by Council
<p>Things to Remember:</p> <ul style="list-style-type: none"> - See Policy for Auction or Sole Source Requirements - Total cost should include tax, shipping, and related costs of the year for the whole city. - Work with Clerk's Department to make sure they have all of the contract info they need. - Don't forget to inventory items - <i>See Asset Management Policy</i> 			

Services

Step	\$2,499 or LESS	\$2,500 - \$24,999	\$25,000 or MORE
Step 1:	Be Responsible & Go for It! Service Agreement recommended but not required.	Get 3 Quotes for vendors using quote form	Prepare RFP or Bid
Step 2:		Determine Lowest Bidder and sign quote form, notify bidder	Advertise
Step 3:		Provide signed quote to Clerk's for filing	Open Bids and find lowest bidder
Step 4:			Enter into Service Contract. If the contract is \$50,000 it must be approved by Council
		SHORTCUT: Search State Bids - If you can find your service on State Bid, print the bid, contact the vendor and make the purchase (don't forget to do a PO)	SHORTCUT: Search State Bids - If you can find your service on State Bid, print the bid, contact the vendor and make the purchase (don't forget to do a PO) If the contract is \$50,000 it must be approved by Council
<p>Things to Remember:</p> <ul style="list-style-type: none"> - Should this a Public Work? (if yes, see Public Work list) - Clerk's advertises for A&E each year - Professional Services – legal, umpires, instructors, appraisals, - Purchase Services – mechanic, HVAC maintenance, tree trimming - Work with Clerk's Department to make sure they have all of the contract info they need. 			

Public Works

Step	\$2,499 or LESS	\$2,500 - \$34,999	\$35,000 - \$349,999	\$350,000 or more
Step 1:	Be Responsible & Get it done!	Get 3 Quotes for vendors using quote form from the Small Works Roster	Get 5 Quotes for vendors using quote form from the Small Works Roster	Prepare RFP or Bid
Step 2:		Determine Lowest Bidder and sign quote form, notify bidder	Determine Lowest Bidder and sign quote form, notify bidder	Advertise
Step 3:		Provide signed quote to Clerk's for filing	Provide signed quote to Clerk's for filing	Open Bids and find lowest bidder
Step 4:			If the contract is \$50,000 it must be approved by Council	Enter into Contract, must be approved by Council

Things to Remember:

- Public Work is a type of work not just a department. So yes, the Police Department could have a public work project.
- Small Works Roster www.mrscrosters.com
- Day Labor limits \$75,500 single craft and \$116,155 multiple craft
- Work with Clerk's Department to make sure they have all of the contract info required.
- Prevailing Wage required for all public works projects.
- Collect Bond and Retainage as required by law.
- **Please use Small Works Quote Form**

Sample Forms

1. Equipment Bid Proposal Form
2. Vendor Question and Response Template
3. Received Bids/Quotations
4. Notice to Proceed
5. Small Works Project Complete Checklist
6. Small Works Project Pre Checklist \$2,500 to \$35,000
7. Small Works Checklist \$35,000 to \$350,000
8. Small Works Checklist exceeds \$350,000
9. Small Works RFQ Template
10. Contract Services Pre Checklist \$2,500-\$25,000
11. Contract Services Pre Checklist Exceeds \$25,000
12. Vendor Purchase Pre Checklist less than \$15,000
13. Vendor Purchase Pre Checklist exceed \$15,000



CITY OF PROSSER
Washington

601 7th Street
Prosser, WA 99350
(509)786-2332
Fax (509)786-3717
www.cityofprosser.com

VENDOR QUESTIONS AND RESPONSES

Date of Bid Opening: _____

Time of Bid Opening: _____

Project/Purchase: _____

Project Number.: _____

Date	Question	Response
2/2/20		

RECEIVED BID QUOTATIONS

ITEM: _____

QUOTES DUE: _____

Date Rec'd	Time	Bidder	Bid Amount	Tax	Total Amount

Prepared By: _____

Date: _____

January 14, 2020

Company name
Contact name
Address

Re: Project Name _____,

Dear _____,

Attached is a copy of the contract for this project that has been executed by the City of Prosser.

Please note this is a public work project, Washington State prevailing wages are required.

Before work can begin the documents below must be provide to the City of Prosser

- Certificate of Insurance: Item 14 on the back of the contract. Provide a current copy of all insurance information.
- Performance & Payment Bond Or 10% Retainage: Item 12 on the back of the contract. Bond to be executed by the successful Contractor and the Contractor's surety company.

Before the first payment the below documents must be provided to the City of Prosser.

- Intent to Pay Prevailing Wages: Item 11 on the back of the contract. Even Owner/Operators are required by L & I to provide Intent to Pay Prevailing Wages.
- Detailed Invoice

Before final payment the below documents must be provided to the City of Prosser.

- Affidavit of Wages Paid: Item 11 on the back of the contract. Even Owner/Operators are required by L & I to provide this document.

We look forward to working with you.

Sincerely,

Project Manager, Title

Enclosures: Contract, Sample Forms

City of Prosser
PROJECT NAME GOES HERE
Contractor's Name Goes Here
Contractor's Phone No.: (509) ___-___

PROJECT CLOSING CHECK LIST

- | • The City has received the following: | Date Received/Sent: |
|--|----------------------------|
| • Final Progress Estimate: | _____ |
| • Notice of Completion of Public Works Contract DOR/L&I/ESD | _____ |
| • Notarized Statement: | _____ |
| • Confirmation that all Punch List items complete: | _____ |
| • Record Drawings: | _____ |
| • Labor and equal employment opportunity documents: | |
| ○ Statement of Intent/Affidavit of Wages paid approved by the State
Department of Labor and Industries: | _____ |
| ○ Certified payrolls for the Contractor and Sub-contractor: | _____ |
| • Council resolution authorizing project acceptance: | _____ |
| • <u>Copy sent</u> to HLA (cfitzsimmons@hllacivil.com): | _____ |
| • <u>Sent 1</u> copy of Notice of Completion to Department of Revenue: | _____ |
| • <u>Received</u> WS Department of Revenue PW Contract release: | _____ |
| • <u>Sent 1</u> copy of Notice of Completion to Employment Security Department: | _____ |
| • <u>Received</u> WS Employment Security Dept PW Contract release: | _____ |
| • <u>Sent 1</u> copy of Notice of Completion to Department of Labor and Industries: | _____ |
| • <u>Received</u> Dept. of Labor & Industries PW Contract release: | _____ |
| • There are no liens or claims for labor and materials filed against retainage: | _____ |
| • A full 60 days have elapsed since the acceptance of the project by City Council: | _____ |
| • Released Retainage (\$ __, __. __): | _____ |
| • Copy sent to HLA (cfitzsimmons@hllacivil.com): | _____ |

City of Prosser
PROJECT NAME GOES HERE
Small Works Contracts - \$2,500 But Less Than \$35,000, Three Quotes
PRE - PROJECT CHECK LIST

- | • Function: | Date Received/Sent: |
|---|----------------------------|
| • Scope of Work (RFQ Form) and attachments: | _____ |
| • Select Three Contractors from MRSC Roster: | _____ |
| • Save selected Three Contractors as PDF to file: | _____ |
| • Email selected Three Contractors attaching RFQ, cc City Clerk: | _____ |
| • Review Quotes: | _____ |
| • Select most responsive bidder (Low Bid): If Low Bid not selected, draft Memo for file stating reasons why Low Bid not accepted: | _____ |
| • Bid Tabulation drafted and emailed to bidders: | _____ |
| • Verify registered Contractor: | _____ |
| • Verify Unified Business Identifier (UBI) number: | _____ |
| • Certificate of Insurance submitted: | _____ |
| • Verify Employment Security Department (ESD) account: | _____ |
| • Verify state excise tax registration number: | _____ |
| • Verify disqualifications or disbarment: | _____ |
| • Certification through sworn statement under penalty of perjury that Contractor is not a willful violator of labor laws RCW 49.48.082: | _____ |
| • Verify Contractor has received training, provided by L&I or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. Contractors that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.
Contractor to provide proof: | _____ |
| • Verify City of Prosser Business License: | _____ |
| • Draft Award letter and mail to Contractor: | _____ |

- Contract signed by Contractor and Public Works Director or CA: _____
- Copy of Quote, Award Letter, and Contract to City Clerk: _____
- If not on City Vendor List, collect W9 form from Contractor and submit to Finance Department for Vendor creation: _____
- Draft Purchase Order (P.O.): _____
- Signed Declaration for Retainage form: _____
- Purchase Order and Declaration for Retainage emailed to Contractor: _____
- Certificate of Insurance submitted: _____
- Intent to pay Prevailing Wages submitted: _____
- Subcontractor's List, if applicable: _____
- Subcontractor's Intent if applicable: _____
- Pre-Construction Meeting letter mailed: _____
- Pre-Construction Meeting: _____
- Notice To Proceed given: _____
- All documents copied to City Clerk and project file: _____
- First Working Day: _____
- Affidavit of Wages Paid – Prime Contractor: _____
- Affidavit of Wages Paid – Subcontractors: _____

City of Prosser
PROJECT NAME GOES HERE
Small Works Contracts - \$35,000 But Less Than \$350,000, FIVE Quotes
PRE - PROJECT CHECK LIST

- | • Function: | Date Received/Sent: |
|---|----------------------------|
| • Scope of Work (RFQ Form) and attachments: | _____ |
| • Select Five Contractors from MRSC Roster: | _____ |
| • Save selected Five Contractors as PDF to file: | _____ |
| • Email selected Five Contractors attaching RFQ, cc City Clerk: | _____ |
| • Review Quotes: | _____ |
| • Select most responsive bidder (Low Bid): If Low Bid not selected, draft Memo for file stating reasons why Low Bid not accepted: | _____ |
| • Bid Tabulation drafted and emailed to bidders: | _____ |
| • Verify registered Contractor: | _____ |
| • Verify Unified Business Identifier (UBI) number: | _____ |
| • Certificate of Insurance submitted: | _____ |
| • Verify Employment Security Department (ESD) account: | _____ |
| • Verify state excise tax registration number: | _____ |
| • Verify disqualifications or disbarment: | _____ |
| • Certification through sworn statement under penalty of perjury that Contractor is not a willful violator of labor laws RCW 49.48.082: | _____ |
| • Verify Contractor has received training, provided by L&I or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. Contractors that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.

Contractor to provide proof: | _____ |
| • Verify City of Prosser Business License: | _____ |
| • If bid is more than \$50,000, the bid needs Council approval. | |

Draft agenda bill for Award on Council Agenda:

- Contract signed by Contractor and Mayor or his designee or

Public Works Director or CA:

- Draft Award letter and email to Contractor:

- Copy of Bid, Award Letter, and Contract to City Clerk:

- If not on City Vendor List, collect W9 form from Contractor and submit to Finance Department for Vendor Creation:

- Draft Purchase Order (P.O.):

- Signed Declaration for Retainage form:

- Purchase Order, signed Contract and Declaration emailed to Contractor:

- Certificate of Insurance submitted:

- Intent to pay Prevailing Wages submitted:

- Subcontractor's List, if applicable:

- Subcontractor's Intent if applicable:

- Pre-Construction Meeting letter mailed:

- Pre-Construction Meeting:

- Notice To Proceed given:

- All documents copied to City Clerk and project file:

- First Working Day:

City of Prosser
PROJECT NAME GOES HERE
SEALED BIDS – EXCEEDS 350,000
PRE - PROJECT CHECK LIST

- | • Function: | Date Received/Sent: |
|---|---|
| <ul style="list-style-type: none"> • Technical Specifications and Bid Documents, to include: Bid opening, Bid closing, Vendor Question, and response timelines: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Legal Notice to City Official Newspaper, copy to City Clerk: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Post Bid Packets on the City’s webpage on the Public Notice, RFP/RFQ: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Vendor question period date to date: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • All Vendor questions and responses emailed to potential bidders: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Vendor questions and responses posted on City’s webpage: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Bid opening date: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Select most responsive bidder (low bidder): If low bid not selected, draft Memo for file stating reasons why Low Bid not accepted: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Bid Tabulation Drafted and emailed to Vendors: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Verify registered Contractor: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Verify Unified Business Identifier (UBI) number: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Certificate of Insurance submitted: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Verify Employment Security Department (ESD) account: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Verify state excise tax registration number: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Verify disqualifications or disbarment: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Certification through sworn statement under penalty of perjury that Contractor is not a willful violator of labor laws RCW 49.48.082: | <hr style="border: 0; border-top: 1px solid black;"/> |
| <ul style="list-style-type: none"> • Verify Contractor has received training, provided by L&I or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. Contractors that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement. | <hr style="border: 0; border-top: 1px solid black;"/> |

Contractor to provide proof:

- Verify City of Prosser Business License: _____
- Draft agenda bill for Award on Council Agenda: _____
- Contract signed by Contractor and Mayor or his designee: _____
- Draft Award Letter and email to Contractor: _____
- Award Letter and Contract to City Clerk: _____
- If not on City Vendor List, collect W9 form from Contractor and submit
to Finance Department for Vendor creation: _____
- Draft Purchase Order, if needed: _____
- Signed Declaration for Retainage form: _____
- Purchase Order, Signed Contract, and Declaration emailed to Contractor: _____
- Intent to pay Prevailing Wages submitted: _____
- Subcontractor's List, if applicable: _____
- Subcontractor's Intent if applicable: _____
- Pre-Construction Meeting letter mailed: _____
- Pre-Construction Meeting: _____
- Notice To Proceed given: _____
- All documents copied to City Clerk and project file: _____
- First Working Day: _____

REQUEST FOR QUOTES (RFQ)
VENDOR INSTRUCTIONS
Project Goes Here
City of Prosser

1. Submit your offer by one of the following methods on or before **5:00 p.m. Friday, February 7, 2020.**

Prosser City Clerk
EMAIL: rshaw@cityofprosser.com

OR

Hand Deliver

Rachel Shaw
Prosser City Clerk
601 7th Street
Prosser, Washington 99350

2. All Quotations shall be submitted on the offer form furnished by the City.
3. All communications regarding this Quotation must be directed to:

Marty Groom
Public Works Director
(509) 786-8201

Unless authorized herein, no other City official or employee can speak for the City regarding this Quote.

The City is not bound by information, clarification, or interpretations from other City officials or employees. Submitters should not contact City officials or employees, other than **Marty Groom, Public Works Director.**

Failure to observe this requirement may be grounds for rejection of the Contractor's Quote.

4. **NON-COLLUSION:** Submittal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
5. **NON-SEGREGATED FACILITIES:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and that the Contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a contract violation.
6. **CORPORATE PRINCIPAL:** Offers shall be signed by an individual who is named in the business to have such authority, according to the business governing body and by-laws.
7. **BONDS AND RETAINAGE:** The Contractor agrees to sign the attached Declaration of Option for Performance Bond or Additional Retainage form (Appendix G) for Contracts Under \$150,000 or over \$150,000. The form must be completed and submitted to the City of Prosser at the time the Contractor executes the Contract. The Contractor agrees that the City is bound by the provisions of RCW 60.28.011 regarding retainage.
8. **SIGNATURES:** An Offer submitted by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a proposal or contract is signed by an agent, he shall furnish satisfactory evidence of his authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
9. **RIGHT TO REJECT QUOTES:** The City reserves the right to reject any or all bids or quotes, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the City.

10. **RESPONSIBLE BIDDERS:** The City shall consider only responsible contractors. The following will be used to evaluate contractor responsibility. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and quality to determine responsibility. No Offer shall be submitted by any Contractor if any owner has been convicted within the past ten years of a crime that impugns honest or integrity, or if the contractor has unsatisfied tax or judgment liens. **Contractors shall submit certification through sworn statement under penalty of perjury that he/she is not a willful violator of labor laws as per RCW 49.48.082.** Contractors must have the specified insurance by the time of award, must have a Contractors license if appropriate to the work at the time of bid submittal, and must indicate satisfactory business experience. **Contractors shall provide proof that he/she has received training, provided by L&I or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. Contractors that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement.** Other factors such as delivery, materials, quality, equipment and other factors not named may also be considered to determine responsibility, in accordance with City ordinance. The City reserves the right to use any information, whether supplied through the Offer or otherwise obtained, in determining responsibility.
11. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** No oral interpretations will be made to any Bidder as to the meaning of the Bid or contract documents; and any oral communication is not binding upon the City. Requests for an interpretation shall be made in writing to the City at least 5 days prior to the bid due date. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents and when issued will be sent as promptly as practical to all parties to whom the Bid documents have been issued. All such addenda shall become part of the quotation package.
12. **INCURRED COSTS:** The City will not be liable in any way for any costs incurred by respondents in replying to this request.
13. **WITHDRAWAL OF OFFER:** Bidders may withdraw Offers before the offer deadline.
14. **ALTERATION OF OFFER:** An Offer already turned into the City may be changed by requesting a change in writing, if it is received before the Offer deadline. Changes shall be signed by the person authorized to submit Offers on behalf of the firm.
15. **BUSINESS REGISTRATION:** Contractors awarded a City contract are responsible for compliance with PMC Chapter 5.04 regarding possession of a City of Prosser business license. Contractors may call the City (509-786-2332) for more information about obtaining a City business registration.
16. **ADDENDA:** If the City issues an amendment to these instructions, you must acknowledge that on your Offer sheet so we know you have received and considered that amendment when you sent in your Offer. If you do not indicate receipt of Addenda, the City will assume that you have received, considered and Bid with all addenda known, OR the City may reject the Bid.
17. **NONRESPONSIVE OFFER:** Any Offer that does not comply with these instruction, is not signed, supplements or deviates from the specifications herein, or has an incomplete Offer, may be declared non-responsive by the City.
18. **ALL OR NONE BIDS:** "All or none" Bids are required. No exceptions or alterations will be accepted.
19. **BID AWARD:** The City shall award to the lowest responsive and responsible bidder.
20. **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** The submission of an Offer constitutes acknowledgement upon which the City may rely, that the Bidder thoroughly examined and is familiar with the Bid, specifications and contract documents, is familiar with appropriate worksites, reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received and considered all Addenda. Failure or neglect of a Bidder to examine such documents work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful bidder results in a binding contract without further action by either party.
21. **BID PRICE:** The Offer provided on the Offer Sheet shall include everything necessary for the prosecution and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Prospective Bidders should indicate in their Bid the address to which payment should be mailed, if such address is different than that shown for the Bid.

22. **NEW OR USED:** It is determined that by submission of this Offer, the Contractor states that any equipment utilized are of new manufacture, unless otherwise specifically stated or called for in the Bid.
23. **ERRORS AND OMISSIONS:** The City will not consider a claim of an error in an Offer unless the claim is presented in writing within 24 hours after the Bids are opened. Additional, the Bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than 48 hours after the Offers are opened.
24. **GIFTS AND GRATITUTIES:** The Contractor and the City must comply with the Terms and Condition stated in the contract document attached, prior to and throughout the bid, award and contract process.
25. **PUBLIC INFORMATION:** All bids are public information once quotations are tabulated and posted for public information.
26. **PROTESTS:** A protest procedure is available to Bidders who submitted a quote. Interested Bidders may submit protest to conditions that are stated in this document, if protested no later than 3 complete business days prior to Bid submission deadline. Following that date, Bidders that have not indicated a formal protest to the conditions, terms, decisions or approach shall waive their right to protest such issues. Following notice of the apparent successful Bidder, Bidders are allowed three (3) business days to file a protest of the acquisition with the City. Such protests may be regarding issues of award, but all issues regarding the specifications, structure, term or conditions, or anything described herein, must have been previously filed as described above. After the three-(3) business day period, Bidders waive the right to protest, and the City will proceed immediately to award. Bidders protesting must provide a written and signed statement by the protesting party. The protest must state the grounds for the protest with the specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be stated. Only protests stipulating an issue of fact concerning the following subjects shall be considered:
- A matter of bias, discrimination, or conflict of interest on the part of the City;
 - Errors in computing score;
 - Non-compliance with procedures on the part of the City.

Upon receipt of protest, the City will hold a protest review. All available facts will be considered and the City will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event that protest may affect the interest of another Bidder who submitted a Bid, such Bidders will be given an opportunity to submit its view and any relevant information on the protest to the City

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold the City's action; or
- Find only technical or harmless errors in the City acquisition process and determine the City to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and provide the City options for correction including correcting the errors and re-evaluating the Bids, and/or reissuing the solicitation to being a new process; or make other findings and determine other courses of action as appropriate.

If the City determines that the Protest is without merit, the City will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will take place.

SCOPE OF WORK

Small Works Quotation and Contract
City of Prosser
601 7th Street, Prosser, WA 99350
Phone: (509) 786-2332 Fax: (509) 786-3717

Vendor Information: Name _____ Address: _____ Phone: _____ Fax: _____ Email: _____	Project Name: Goes Here Terms:	
	Accepted by Contractor: _____ _____ Authorized Representative _____ Printed Name Date: _____	Accepted by City: _____ _____ Authorized Representative _____ Printed Name Date: _____
City Information: City of Prosser Finance Department 601 7th Street Prosser, WA 99350 Ph: 509-786-2332 Fx: 509-786-3717		

Send Contract Information & Billing to:

City of Prosser, Finance Department. 601 7th Street Prosser, WA 99350	Phone: 509-786-2332 E-mail: accountspayable@cityofprosser.com
---	---

This Public Works purchase contract includes the following terms and conditions as well as the information contained on the front side of this form.

(1) **ENTIRE AGREEMENT:** The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

(2) **CHANGES:** No alteration in any of the terms, conditions, price, product, quality or specifications of this contract will be effective without written consent of the Project Manager, _____.

(3) **TAXES:** Unless otherwise indicated, the Contractor agrees to pay all State of Washington sales or use tax. (location code 0303)

(4) **BUSINESS REGISTRATION:** The Contractor is required to submit proof of a City business registration within ten (10) days of contract award. Failure to provide proof of a business registration may delay payment of invoices.

(5) **REJECTION:** All materials and/or services purchased herein are subject to approval by the purchaser. Any rejection of materials or services because of nonconformity to the terms and specifications of this contract will be at the Contractor's risk and expense.

(6) **WARRANTY:** The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance of the work by the City of Prosser. The Contractor shall repair or remove and replace any work that is found to be defective in workmanship and/or materials without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

(7) **WASTE MATERIAL:** Contractor shall comply with all Federal, State and Local environmental health rules and regulations. If the Contractor has questions regarding compliance with such laws, Contractor shall contact the City at (509) 786-2332. All refuse and waste material shall be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor shall immediately clean up any spilled material from Owner's property and adjacent roads.

(8) **GIFTS:** Washington State law prohibits City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with state law, the Consultant shall not give a gift of any kind to City employees or officials.

(9) **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all goods and materials supplied under this contract are free and clear of all liens, claims or encumbrances of any kind.

(10) **SAVE HARMLESS:** Contractor shall protect, indemnify and save the City of Prosser harmless from and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused.

(11) **PREVAILING WAGES:** Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate determined by the State of Washington. Contractor shall pay the wage rates in effect at the date of contract execution. See Benton County rates at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site or local office.

The Contractor shall submit the "Statement of Intent" to the State Department of Labor & Industries (L&I). Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid".

(12) **PERFORMANCE & PAYMENT BOND OR 10% RETAINAGE:** For Contracts under \$150,000 or over \$150,000 the Contractor agrees to complete and sign the Declaration of Option for Performance Bond or Additional Retainage (Appendix G). The form must be submitted at the time the Contractor executes the Contract and before any work commences. For Contracts under \$150,000 the Contractor may choose the option to have the City retain, in lieu of the performance and payment bond, ten percent (10%) of the total contract amount for a period of 30 calendar days after the date of final acceptance or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under RCW Chapter 60.28, whichever is later. For Contracts over \$150,000, Pursuant to RCW Chapter 39.08, the Contractor shall make, execute and deliver to the City a performance and payment bond for the contract amount, which bond shall also cover all approved change orders.

(13) **RETAINED PERCENTAGE:** In accordance with RCW Chapter 60.28, for contracts of \$2,500 or less, the City may release the retained percentage prior to the expiration of the sixty-day waiting period if (a) the Contractor has completed all work, (b) the City has made final acceptance of the project and (c) the Contractor has provided the City with an "Affidavit of Wages Paid", as provided in (11) herein.

(14) **INSURANCE:** The Contractor shall defend, indemnify and hold the City of Prosser and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City of Prosser, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Prosser shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion..

(15) **NONDISCRIMINATION:** The City of Prosser provides equal opportunity to all persons seeking or having access to its employment, services, and activities. The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

(16) **TERMINATION:** In the event of a breach by Contractor of any of the provisions of this contract, the City of Prosser reserves the right to cancel and terminate this contract forthwith upon giving written notice to Contractor at his address listed on the reverse of this contract. Contractor shall be liable for damages suffered by the City resulting from Contractor's breach of contract.

(17) **INDEPENDENT CONTRACTOR:** The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The Contractor is not entitled to any City benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City of Prosser employees. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, or representative of the Contractor shall be or act or purport to act as an employee, agent, or representative of the City. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the City's contract representative or designee.

(18) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

City of Prosser

Declaration of Option for Performance Bond or Additional Retainage (Contracts Under \$150,000 only)

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding \$150,000.

_____ (2) Have the City retain, in lieu of the performance bond, ten percent (10%) of the total contract amount for a period of thirty (30) days after final acceptance or until receipt of 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, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Prosser, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature

Date

City of Prosser
CONTRACT SERVICES GOES HERE
Small Works Contracts - \$2,500 But Less Than \$25,000, Three Quotes
CONTRACT SERVICES PRE - CHECK LIST

- | • Function: | Date Received/Sent: |
|---|----------------------------|
| • Scope of Work (RFQ Form) and attachments: | _____ |
| • Select Three Contractors from MRSC Roster: | _____ |
| • Save selected Three Contractors as PDF to file: | _____ |
| • Email selected Three Contractors attaching RFQ, cc City Clerk: | _____ |
| • Review Quotes: | _____ |
| • Select most responsive bidder (Low Bid): If Low Bid not selected, draft
Memo for file stating reasons why Low Bid not accepted: | _____ |
| • Bid Tabulation drafted and emailed to bidders: | _____ |
| • Verify registered Contractor: | _____ |
| • Verify Unified Business Identifier (UBI) number: | _____ |
| • Certificate of Insurance submitted: | _____ |
| • Verify Employment Security Department (ESD) account: | _____ |
| • Verify state excise tax registration number: | _____ |
| • Verify disqualifications or disbarment: | _____ |
| • Certification through sworn statement under penalty of perjury that Contractor
is not a willful violater of labor laws RCW 49.48.082: | _____ |
| • Verify Contractor has received training, provided by L&I or by a provider
whose curriculum has been approved by L&I, on the requirements related to
public works and prevailing wages. Contractors that have completed three or
more public works projects and maintained a valid business license in
Washington for at least three years are exempt from this requirement.
Contractor to provide proof: | _____ |
| • Verify City of Prosser Business License: | _____ |
| • Draft Award letter and mail to Contractor: | _____ |

- Contract signed by Contractor and Public Works Director or CA: _____
- Copy of Quote, Award Letter, and Contract to City Clerk: _____
- If not on City Vendor List, collect W9 form from Contractor and submit
to Finance Department for Vendor creation: _____
- Draft Purchase Order (P.O.): _____
- Signed Declaration for Retainage form: _____
- Purchase Order and Declaration for Retainage emailed to Contractor: _____
- Certificate of Insurance submitted: _____
- Intent to pay Prevailing Wages submitted: _____
- Subcontractor's List, if applicable: _____
- Subcontractor's Intent if applicable: _____
- Pre-Construction Meeting letter mailed: _____
- Pre-Construction Meeting: _____
- Notice To Proceed given: _____
- All documents copied to City Clerk and project file: _____
- First Working Day: _____
- Affidavit of Wages Paid – Prime Contractor: _____
- Affidavit of Wages Paid – Subcontractors: _____

City of Prosser
CONTRACT SERVICES GOES HERE
SEALED BIDS – EXCEEDS \$25,000
PRE - PROJECT CHECK LIST

- | • Function: | Date Received/Sent: |
|---|----------------------------|
| <ul style="list-style-type: none"> • Technical Specifications and Bid Documents, to include: Bid opening, Bid Closing, Vendor question, and response timelines: | _____ |
| <ul style="list-style-type: none"> • Legal Notice to City Official Newspaper, copy to City Clerk: | _____ |
| <ul style="list-style-type: none"> • Post Bid Packets on the City’s webpage on the Public Notice, RFP/RFQ: | _____ |
| <ul style="list-style-type: none"> • Vendor question period date to date: | _____ |
| <ul style="list-style-type: none"> • All Vendor questions and responses emailed to potential bidders: | _____ |
| <ul style="list-style-type: none"> • Bid Opening date: | _____ |
| <ul style="list-style-type: none"> • Select most responsive bidder (Low Bid): If Low Bid not selected, draft Memo for file stating reasons why Low Bid not accepted: | _____ |
| <ul style="list-style-type: none"> • Bid Tabulation drafted and emailed to bidders: | _____ |
| <ul style="list-style-type: none"> • Verify registered Contractor: | _____ |
| <ul style="list-style-type: none"> • Verify Unified Business Identifier (UBI) number: | _____ |
| <ul style="list-style-type: none"> • Certificate of Insurance submitted: | _____ |
| <ul style="list-style-type: none"> • Verify Employment Security Department (ESD) account: | _____ |
| <ul style="list-style-type: none"> • Verify state excise tax registration number: | _____ |
| <ul style="list-style-type: none"> • Verify disqualifications or disbarment: | _____ |
| <ul style="list-style-type: none"> • Certification through sworn statement under penalty of perjury that Contractor is not a willful violator of labor laws RCW 49.48.082: | _____ |
| <ul style="list-style-type: none"> • Verify Contractor has received training, provided by L&I or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. Contractors that have completed three or more public works projects and maintained a valid business license in Washington for at least three years are exempt from this requirement. | |
| <ul style="list-style-type: none"> Contractor to provide proof: | _____ |

- Verify City of Prosser Business License: _____
- If the services amount exceeds \$50,000, award must be approved by Council.
Draft agenda bill for Award on Council agenda: _____
- Draft Award letter and mail to Contractor: _____
- Contract signed by Contractor and Mayor or Public Works Director or CA: _____
- Copy of Bid, Award Letter, and Contract to City Clerk: _____
- If not on City Vendor List, collect W9 form from Contractor and submit
to Finance Department for Vendor creation: _____
- Draft Purchase Order (P.O.): _____
- Signed Declaration for Retainage form: _____
- Purchase Order, signed Contract, and Declaration emailed to Contractor: _____
- Certificate of Insurance submitted: _____
- Intent to pay Prevailing Wages submitted: _____
- Subcontractor's List, if applicable: _____
- Subcontractor's Intent if applicable: _____
- Pre-Construction Meeting letter mailed: _____
- Pre-Construction Meeting: _____
- Notice To Proceed given: _____
- All documents copied to City Clerk and project file: _____
- First Working Day: _____

City of Prosser – Department goes here
ITEM NAME GOES HERE
Vendor Purchases of \$2,500 to \$15,000, Three Quotes
PRE - PURCHASE CHECK LIST

- | • Function: | Date Received/Sent: |
|--|----------------------------|
| • Equipment Bid Quote Form and specifications: | _____ |
| • Select Three Vendors from City Vendor List: | _____ |
| • Email selected Three Vendors attaching Equipment Bid Form, cc City Clerk: | _____ |
| • Review Quotes: | _____ |
| • Award most responsive bidder (Low Bid): If Low Bid not awarded, draft
Memo for file stating reasons why Low Bid not accepted: | _____ |
| • Bid Tabulation drafted and emailed to Vendors: | _____ |
| • Draft Award letter and mail to Vendor: | _____ |
| • Equipment Bid Quote signed by Contractor and Public Works Director or CA: | _____ |
| • Copy of Signed Quote and Award Letter to City Clerk: | _____ |
| • Draft Purchase Order (P.O.): | _____ |

City of Prosser
ITEM PURCHASE GOES HERE
SEALED BIDS – EXCEEDS \$15,000
PRE – VENDOR PURCHASE CHECK LIST

- | • Function: | Date Received/Sent: |
|--|----------------------------|
| • Technical Specifications and Bid Documents, to include: Bid opening, Bid Closing, Vendor Question, and response timelines. | _____ |
| • Legal Notice to City Official Newspaper, copy to City Clerk: | _____ |
| • Post Bid Packets on the City’s webpage on the Public Notice, RFP/RFQ: | _____ |
| • Vendor question period date to date: | _____ |
| • All Vendor questions and responses emailed to potential bidders: | _____ |
| • Vendor questions and responses posted on City’s webpage: | _____ |
| • Bid opening date: | _____ |
| • Bid Tabulation Drafted and emailed to Vendors: | _____ |
| • Draft Award letter to most responsive bidder (low bidder): If award is not to low bidder, draft memo stating reasons why low bid was not accepted: | _____ |
| • If the purchase amount exceeds \$50,000 award must be approved by Council
Draft agenda bill for Award on Council Agenda: | _____ |
| • Vendor purchase bid quote signed by Contractor and Mayor or his designee or CA if purchase is less than \$50,000: | _____ |
| • If not on City Vendor List, collect W9 form from Contractor and submit to Finance Department for Vendor creation: | _____ |
| • Draft Purchase Order (P.O.): | _____ |
| • Award letter and purchase order emailed to Vendor: | _____ |
| • All documents copied to City Clerk and purchase file: | _____ |