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Policy 560**

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PURCHASING, BIDS, CONTRACTS

.1 PURPOSE

- To convey Board of Clallam County Commissioners approval and delegation policies and procedures consistent with the Clallam County Purchasing Ordinance, CCC 3.12.
- To list necessary contractual language so those contracts are enforceable, legally sound, and contain appropriate wording.
- To achieve uniformity in the process of purchasing and preparing County contracts.
- To ensure that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any County program or activity.

.2 GENERAL PROVISIONS

2.1 Written Contracts / When Required

A written contract may be initiated by the County or by the other party to the agreement. It must be signed by at least one authorized representative from each party. Appendix A contains a table representing requirements for written contracts.

(1) Written Contract Always Required for Certain Purchases

A written contract is always required for the following types of purchases:

- a. All lease or rental agreements for real property
- b. All intergovernmental agreements
- c. All grants to Clallam County
- d. All union labor agreements
- e. All services with the exception of minor services such as repairs, etc where academic credentials or professional expertise are not required.
- f. Cooperative purchasing agreements
- g. Maintenance and licensing agreements (except licenses and/or maintenance agreements for standardized, non-customized, software or hardware)
- h. Other contracts/agreements deemed necessary by the BOCC or offices/departments

(2) Written Contract Required for Purchase of Goods Over \$25,000

A written contract is required for purchase of goods when the purchase by a department of a similar item from a single vendor exceeds \$25,000 per year; or,

when total business by a department with a single vendor for purchase of goods exceeds or is expected to exceed \$25,000 in a calendar year.

(3) Written Contract Required For Certain Purchases Over \$7,500

A written contract is required for the following purchases of more than \$7,500:

- a. Construction projects or "public works" contracts.
- b. Agreements for rental or lease of equipment.

2.2 Contract to be Fully Executed Prior to Purchase

Contracts should be completely executed prior to the start of any activity covered under the contract. Retroactive contracting is discouraged and an explanation must be included in the executive summary submitted during the approval process.

2.3 Other Considerations for Purchase of Goods or Services

Prior to making a purchase for the acquisition of goods or services, County Officials are responsible to:

- a. Ensure that the purchase of goods or services is in accordance with the Clallam County Code, this policy, and any applicable grant requirements.
- b. Determine that funding is available in the appropriate budget and, if not submit the required budget change documents prior to the purchase.
- c. If a contract spans more than one calendar year, consider the impact on future budgets and include a non-appropriation clause. The standardized contract contains a non-appropriation clause that can be used on other contracts as well.

2.4 Sub-dividing Purchase Not Allowed

County Officials are not allowed to sub-divide purchases that otherwise would require either a bidding process and/or a written contract in order to avoid those processes. Examples might include 1) purchasing equipment in one month and the installation of the equipment in another month. 2) Purchasing a piece of equipment in one purchase then purchasing accessories or add on parts in another purchase, etc.

.4 CONTRACT AWARD AND EXECUTION (SEE APPENDIX B)

4.1 Board Award and Approval Required for Certain Contracts

- a. All contracts requiring budgeted expenditures in excess of \$50,000 in the current calendar year.
- b. All contracts that span more than one calendar year and require budgeted expenditures in excess of \$25,000 per year, unless a non-appropriation clause is included in the contract.

- c. All contracts that will require a budget emergency or supplement not previously approved.
- d. All union labor agreements.
- e. All real property transactions (acquisitions and disposals).
- f. Any other contract or agreement which by statute must be approved by the governing body of the County.
- g. Any other contract not specifically authorized by the BOCC for other approval.

4.2 Administrator may Award and Approve Certain Contracts

Contracts not required to be approved by the Board may be awarded and approved by the Administrator. Contracts on the small works roster are included in these dollar limits.

4.3 Public Works Director/County Engineer may Approve Certain Purchases and Documents

The following contracts under \$35,000 may be approved by the Public Works Director or County Engineer if funds for the project are previously approved in the budget. Such contracts must be indexed and approved by the Prosecuting Attorney's Office in accordance with this policy.

- a. Contracts awarded as a result of the small works procedures contained in this policy
- b. Small construction improvement projects or consultant agreements
- c. Architectural services agreements using the County's standard form agreement

Purchase of Goods – The Public Works Director may delegate authority to approve purchase of goods from the ER&R Fund, the REET Fund, or the Capital Outlay Fund that do not require a formal bid or a formal contract. The Public Works Department may approve payment for purchase of fuel and payment for utility services. Purchase of oil products for road maintenance from the state bid or interlocal agreement may be approved by department personnel.

4.4 County Officials may Approve Certain Documents

Vendor agreements such as work orders, work requests, etc. for commonly used minor services such as repairs where academic credentials or professional expertise are not required, in an amount less than \$10,000 may be approved by the County Official. Purchase of goods less than \$10,000 may be approved by the County Official. County Officials may approve the County's personal services agreements in an amount less than \$10,000. County Officials may not approve other formal contracts that contain a liability clause or intergovernmental agreements no matter the dollar amount.

In order to be eligible for approval by the County Official, the purchase must be made within the current calendar year and funds for the purchase have been previously allocated in the budget. The County Official is responsible to comply with any applicable

bidding requirements, capital budgetary restrictions, review by the Prosecuting Attorney if required, and contract indexing. Approval for any purchase that requires informal or formal bidding under this policy may not be delegated by the County Official to a subordinate other than their designated acting in their absence (charter exempt in the case of elected officials).

.5 CONTRACT AMENDMENTS

Amendments (change orders, addendum) will be in writing and signed by both parties. Amendments cannot alter the nature of the project or change its scope beyond what a reasonable bidder would consider a modification, as opposed to a different project. Specific cases should be reviewed with the Prosecuting Attorney to determine whether the proposed changes require an amendment or a new contract. Expired contracts may not be amended. In cases where the County anticipates additions to the scope of work as more funding becomes available, bid specifications (if required) and the original contract's scope of work should so state. The following rules govern the approval of amendments, and change orders:

- a. Contracts approved by the Administrator may be amended by the Administrator.
- b. Contracts approved by the Board must be amended by the BOCC, except that, the Board may authorize approval of amendments by the Administrator.
- c. Change orders and addendums on Public Works construction projects may be approved by the County Engineer, Public Works Director, or Administrator.
- d. Change orders and addendums on projects under the supervision of the Parks, Fairs, and Facilities Department may be approved by the Parks, Fairs, and Facilities Director or the Administrator.

.7 CONTRACTUAL LANGUAGE

This section is intended to ensure that a contract includes certain contract language so that the contract is enforceable, legally sound, and contains appropriate wording. It will also serve to highlight the difference between "form" and "substance."

7.1 Contract Elements

The contract elements listed below are generally required in all contracts. Exceptions may be approved by the Prosecuting Attorney's Office.

- a. Contract title
- b. Name, address, phone, and fax numbers of all parties
- c. County's authorized representative
- d. Contractor's legal entity type
- e. Purpose, scope of the contract, or scope of work
- f. Term or duration of the contract
- g. Compensation and payment terms
- h. Provisions for modifications and changes
- i. Provisions for contract termination
- j. Provisions for remedies if there is a violation or breach of contract terms

- k. Clause describing dispute resolution
- l. Non-discrimination language
- m. Insurance, liability, indemnification language

7.2 Standardized Contracts Encouraged

Standard form contracts are maintained by the County for Personal/Professional Services and for Architectural/Engineering Services. These contracts have been pre-approved as to form by the Prosecuting Attorney. The Prosecuting Attorney's Office will review standardized contracts at least biannually.

When a County department initiates a contract, a standardized contract will be used whenever possible. Standardized Contracts are maintained on the County's Intranet.

7.3 Vendor Contracts

A vendor/contractor may provide the County with a written pre-printed contract document. Common vendor supplied contracts include purchase agreements, maintenance and licensing agreements, and work orders. Vendor contracts must be reviewed by the prosecuting attorney prior to approval.

7.4 Grant Contracts

Contract language required by the conditions of a private, federal or state grant will be included. Grant contracts must be reviewed by the prosecuting attorney prior to approval.

.8 CONSULTATION WITH THE PROSECUTING ATTORNEY AND APPROVAL AS TO FORM

8.1 Standardized Contracts

Contracts using pre-approved forms are not required to be reviewed for form by the Prosecuting Attorney's Office prior to the solicitation for bids or prior to executing the contract as long as no changes have been made to the standardized language and insurance requirements have been applied at, or above, the matrix contained in Appendix C. Departments are encouraged to consult the Prosecuting Attorney's Office for assistance on complex or unfamiliar scope of work or compensation sections. Commonly used pre-approved contract forms are located on the County's Intranet site.

8.2 Review of Non-Standard Form Contracts and Vendor Contracts

Written contracts not using an approved Standardized Form must be reviewed by the Prosecuting Attorney's Office prior to the approval of the contract, except that, contracts for repairs to be completed as part of an emergency declaration do not require Prosecutor review if the review is not able to be accomplished in a timely manner. In addition, service orders or work orders for minor services where academic credentials or professional expertise are not required in an amount under \$7,500, and purchase orders

for purchase of goods less than \$25,000 do not require prosecutorial review. If these documents contain an indemnity clause or liability clause it must still be reviewed by the prosecutor.

.10 FEDERAL FUNDS – SUBRECIPIENTS AND VENDORS

10.1 Sub recipients and Vendors

The County Official in the department responsible for the contract is responsible to ensure that awards and/or payments are not made to any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Prior to signing a contract with a sub recipient or vendor the County Official responsible for administration of the contract is responsible to ensure that sub recipients or vendors are eligible to receive federal funds.

10.2 Contract Requirements for Sub recipients

When the County contracts with a sub recipient who distributes federal funds, the sub-recipient is subject to the Single Audit Act. Contracts with sub recipients will include the language addressing the following:

- a. The secondary recipient of the federal funds should be referred to in the contract as a "sub recipient" once it is determined that they are a sub recipient, not a vendor.
- b. Single Audit requirements should be defined for sub recipients:
 - A requirement that the sub-recipient comply with the Single Audit Act of 1984 as amended.
 - A requirement that the sub recipient permits independent auditors access to its financial records.
 - A requirement that the sub recipient maintain accounting records that will enable identification of all federal funds received and expended by catalog of federal domestic assistance number (CFDA#).
 - A requirement that if a Single Audit is required, a copy of the audit report is submitted to the County, within the time limit set forth in the Single Audit act.
 - A requirement that if a Single Audit is not required, the County is allowed to perform a fiscal review of the sub recipient's financial records.
 - A requirement that if a sub recipient is debarred or suspended from participation in federal programs during the contract period, the contract is voided.
 - A requirement that the sub recipient check the "List of Parties Excluded From Federal Procurement and Non-procurement Programs," prior to awarding sub-grants or contracts.

10.3 Title VI Contract Requirements

- a. Appendix D shall be included in every contract subject to Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) the Act and the applicable implementing Regulations.
- b. Appendix E shall be included, , as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
- c. The appropriate clauses set forth in Appendix F shall be included, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

.15 CONTRACT ADMINISTRATION

Contract administration is the process by which the County, acting through one or more of its officials or staff, assures performance of contractual obligations. This encompasses all activity by the County and the contractor from the time the contract is awarded until the time the contract work has been completed and accepted, payment is made, all disputes resolved, and the contract has been formally closed out.

15.1 Contract Administration Responsibilities

Contract administration may include, but is not limited to, the following functions:

- a. Ensuring required insurance or other required documents are obtained and documented prior to commencement of work, and maintained throughout the term of the contract.
- b. Making payments to contractors according to the terms of the contract.
- c. Providing interpretations of terms and conditions of the contract to the contractor.
- d. Giving technical direction and assistance to contractors.
- e. Inspecting and accepting work performed by contractors.
- f. Preparing modifications to contracts.
- g. Reviewing certain proposed subcontracts if contract terms require such reviews.
- h. Terminating contracts for cause, convenience or default.
- i. Maintaining a contract file.
- j. Closing out the contract when it is completed.
- k. Providing assistance in the event of an audit.

15.2 Responsibility for Administration of Contracts

The County Official initiating the contract is responsible for the administration of the contract. Each contract will be assigned a contract officer by the initiating department

who, on behalf of the County, will be responsible for coordinating the applicable contract management activities listed above for the assigned contract(s).

15.3 Index and Tracking of Contracts Required

The County maintains a contract tracking and indexing system designed to ensure that a centralized record of each contract is maintained where County Officials can monitor contract expiration, compliance and other issues. County Officials are responsible to ensure that the contract index is completed properly, accurately reflects the department's contracts, and is maintained during the life of the contract. Indexes are maintained on the County intranet.

All written contracts approved by the Board, the Administrator, or a County Official must be indexed and reflect the index number on the contract document. Amendments, change orders, or supplements that change compensation and/or the term of the contract must be indexed using the number of the original contract followed by a sequential "amendment" number in the next field. Amendments, change orders, and supplements may be indexed using a new number but must reflect a reference to the original contract number.

Unless otherwise approved by the Administrator, a unique identifying number will be assigned by the County Official responsible for the contract, to each new contract in the following form: the three digit budget identifier assigned to the budget from which the funds are allocated, followed by the two digit year of the contract execution date, followed by a sequence number of up to five characters that may include any combination of numbers and letters assigned by the department which will uniquely identify the contract within the initiating department or office. For example, the first contract written in Human Resources for 2017 could be assigned the number 461.17.01. In order to provide for proper tracking, the identifying number will be written on the upper right of each contract, amendment, or change order.

15.4 Document Retention, Official File, Public Disclosure

The official contract file including either an original signed contract or a copy of the signed contract and all documents associated with the contract will be maintained by the initiating department. Any destruction of these records will be in accordance with approved retention schedules in the appropriate department. Requests for public disclosure of contracts and related documents will be referred to the initiating department. Documents associated with a contract would include but not be limited to: vendor list printout, written/phone quotation form, bid specifications, bid quotations, RFP's, contract proposals, activity reports, requests for reimbursement, and any other documents made or received by the County in connection with the contract or agreement.

An original contract and any approved amendments are retained by the Clerk of the Board. The Commissioners Office file does not include supporting documents and is not considered the official file.

If, due to the dollar amount, the purchasing transaction does not require a written contract in accordance with the Contracting Policy, all documents leading up to the purchase/expenditure may be attached to the original payment voucher. The original payment voucher is retained by the Auditor's office.

.20 BID PROCEDURES (EXCEPT PUBLIC WORKS PROJECTS)

20.1 Formal Bids Required for Purchase of Goods in Excess of \$25,000

In accordance with CCC 3.12, formal bids are required for purchases in excess of \$25,000. In addition, certain purchases require formal bidding in accordance with RCW. County Officials are responsible to have knowledge of those purchases required to comply with formal bid procedures.

(1) Bid Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contracts, and other documents related to any purchase made using formal bid procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(2) County Official Responsibilities for Formal Bids

The County Official responsible for the purchase is responsible for the following:

- a. Preparation of Specifications - Specifications should be detailed. If the County anticipates that the contract period, the quantity of items to be purchased and/or the scope of work may be modified or increased, the specifications should so state.
- b. Preparation of Call for Bids - The Call for Bids form is available on the County intranet. Bid responses must be received by the Clerk of the Board, not the department. Bids must be received by the Clerk of the Board no later than 10AM on the date of bid opening. Arrival at any other County office or location is not acceptable. Bids must arrive sealed and must be clearly marked on the outside as stated in the Call for Bid. The bid opening date is scheduled for a regular meeting of the Board and must be a minimum of 14 days after the Call for Bids is approved by the Board. A longer period for response is acceptable.
- c. Preparation of Bid Response Form or Documents.
- d. Submission of Documents to the Board for work session and regular agenda in accordance with Policy 120.
- e. Payment for the cost of advertising and/or call for bids in the County's legal newspaper.
- f. Publication of the call for bids, other than that required in the County's legal newspaper, and payment for such.
- g. Distribution of specifications and/or response packets to prospective bidders.

- h. Pre-bid meeting if appropriate.
- i. Evaluation of bid responses after bid opening and recommendation for award to the Board or Administrator as appropriate.
- j. Notification to bidders of the award.
- k. Preparation of a written contract including any required review, recording in the County's contract index, and submittal for approval.
- l. Completion and submittal of the Bid Confirmation Form.
- m. Administration of the contract per this policy.
- n. Establishment and maintenance of official contract file including bid specifications, responses, contract, and other related documents.

(3) Clerk of the Board Responsibilities

- a. Publication of the call for bids as required by law.
- b. Accepting and securing bid responses.
- c. Ensuring full execution of the contract once approved by the County.
- d. Distribution and filing of fully executed contract.

20.2 Informal Bids/Quotes Required for Purchase of Goods between \$5,000 and \$25,000

In accordance with CCC 3.12, purchases where the purchase price is between \$5,000 and \$25,000 require that informal bids be solicited prior to the purchase.

(1) Vendor List to be Maintained

A categorized list of vendors shall be maintained in accordance with the requirements of applicable RCW's and CCC 3.12 by the Clerk of the Board. The Clerk of the Board shall advertise in January and July in the County's legal newspaper, the existence of the list and solicit vendors to be included. Vendors may submit required data to the County and be added to the list at any time. The County's vendor list shall be published on the County's Internet site. The Clerk of the Board will establish forms and procedures for maintaining the list.

(2) Solicitation of Informal Bids/Quotes

Solicitation of informal bids may be made in person or by mail, telephone, fax, or e-mail. Responses must be in writing and may be fax, e-mail, or may be pages from published catalogs, published advertisements, or other written documents. Any solicitation must include at least 3 vendors, if available, from the County's Vendor List. Vendors not on the County's Vendor list may be solicited in addition.

(3) Bid/Quote Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contacts, and other documents related to any purchase made using informal bid procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(4) List of Purchases Made Using Informal Bids/Quotes to be Published

The Auditor is responsible to publish and post, at least every 2 months, a listing of all purchases made using informal bidding procedures. The list will contain at a minimum, the vendor name, a brief description of the item(s) purchased, the amount of the purchase, the date, and the department that made the purchase and possesses the official file. The list may be published on the County's internet site and posted on the public bulletin board in the Courthouse.

(5) County Official Responsibilities When Using Informal Bid Procedures

The County Official responsible for the purchase is responsible for the following:

- a. Preparation of Specifications - Specifications should be detailed. If the County anticipates that the contract period, the quantity of items to be purchased, and/or the scope of work may be modified or increased, the specifications should so state.
- b. Solicitation to vendors in accordance with this policy.
- c. Evaluation of bid responses and award to the lowest bidder as defined in this policy.
- d. Preparation of a written contract if required, including any required review, recording in the County's contract index, and submittal for approval.
- e. Completion and submittal of the Bid Confirmation Form.
- f. Administration of the purchase/contract per this policy.
- g. Establishment and maintenance of official purchase/contract file including bid specifications, responses, contract, and other related documents.

20.3 Requests for Proposals/Qualifications Required for Certain Services

Except as exempted below, acquisition of services, anticipated to be in an amount exceeding \$75,000, require a formal request for proposals or qualifications (RFP/RFQ). In addition, certain services may require an RFP/RFQ by statute, grant, or other requirements. County Officials are required to have knowledge of those services requiring non-standard purchasing procedures.

20.4 Informal Proposal Process Required for Services between \$25,000 and \$75,000

Services expected to cost between \$25,000 and \$75,000 require an informal proposal process to be followed. County Officials are responsible to solicit at least 3 providers to make informal, written proposals. Section 20.2 (2) and (3) apply. If the department chooses to advertise the RFP/RFQ, costs are the responsibility of the department. Proposals shall be returned to the department requesting the informal proposal process. Proposals must be evaluated by the initiating department and the service awarded based on criteria including but not limited to, the proposal that best meets the County's needs, qualifications, and price.

Departments may use the informal proposal process to solicit proposals for services under \$25,000 when they believe the process would result in a broader response and/or better quality proposal.

20.5 Certain Services Exempt from Requirements for Proposals

Certain services are exempt from the bidding or RFP/RFQ procedures required under this section unless otherwise required by statute. They include:

- a. Attorney Services, including indigent defense
- b. Insurance Services, including bonding
- c. Tourism promotional services
- d. Services of the Economic Development Council
- e. Architects and professional engineers
- f. Registered surveyors
- g. Expert witnesses for litigations or potential litigation
- h. Medical professionals including but not limited to doctors, psychiatrists, and psychologists
- i. County fair entertainment
- j. Training for County employees

20.6 Requirements for Formal and Informal RFP/RFQ

(1) Proposals and Other Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contacts, and other documents related to any services acquired using these procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(2) County Official Responsibilities for Requests for Proposals for Services

The County Official responsible for the acquisition of services is responsible for the following:

- a. Preparation of Specifications/Scope of Work/Qualification of Vendors - Specifications should be detailed. If the County anticipates that the contract period and/or the scope of work may be modified or increased, the specifications should so state.
- b. Preparation of RFP/RFQ - The RFP/RFQ form is available on the County intranet. Responses must be received by the Clerk of the Board, not the department. Proposals must be received by the Clerk of the Board no later than 10AM on the date of scheduled opening. Arrival at any other County office or location is not acceptable. Proposals must arrive sealed and must be clearly marked on the outside as stated in the RFP/RFQ. The proposal opening date is scheduled for a regular meeting of the Board and must be a minimum of 14 days after the RFP/RFQ is approved by the Board. A longer period for response is acceptable.
- c. Preparation of RFP/RFQ Response Form or documents.
- d. Submission of documents to the Board for work session and regular agenda in accordance with Policy 120.
- e. Payment for the cost of advertising the RFP/RFQ in the County's legal newspaper.
- f. Publication, other than that required in the County's legal newspaper, and payment for such.
- g. Distribution of specifications and/or response packets to prospective bidders.
- h. Pre-proposal meeting if appropriate.
- i. Evaluation of responses after proposal opening and recommendation for award to the Board or Administrator as appropriate.
- j. Notification to proposers of the award.
- k. Preparation of a written contract including any required review, recording in the County's contract index, and submittal for approval.
- l. Completion and submittal of the Bid Confirmation Form.
- m. Administration of the contract per this policy.
- n. Establishment and maintenance of official contract file including proposal specifications, responses, contract, and other related documents.

(3) Clerk of the Board Responsibilities for RFP/RFQ for Services (Formal RFP/RFQ Only)

- a. Publication of the RFP/RFQ as required by law.
- b. Accepting and securing responses.
- c. Ensuring full execution of the contract once approved by the County.
- d. Distribution and filing of fully executed contract.

20.7 Required Title VI Notices in all solicitations for bids for work or material.

In accordance with the County's Title VI Plan, all solicitations for bids for work or material shall include the following notice:

"Clallam County 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 23 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."

.30 BID PROCEDURES FOR PUBLIC WORKS PROJECTS

30.1 Formal Bids Required for Public Works Projects of \$200,000 or More

In accordance with CCC 3.12, formal bids are required for Public Works projects of an estimated value of \$200,000 or more. In addition, public works projects require formal bidding in accordance with RCW and the Standard Specifications for Road, Bridge, and Municipal Construction. County Officials in departments requiring such services are responsible to have knowledge of those services required and comply with formal bid procedures.

(1) Bid Documents to be Maintained

Departments are responsible to maintain solicitations, responses, contacts, and other documents related to any contracted project made using formal bid procedures and to make them available for public inspection and disclosure. The file will be retained according to the department's retention schedule.

(2) Public Works Director Responsibilities for Formal Public Works Bids

The Public Works Director is responsible for the following:

- a. Preparation of Specifications - Specifications should be detailed and as per the Standard Specifications for Road, Bridge and Municipal Construction where required. If the County anticipates that the contract period, the quantity of items to be purchased and/or the scope of work may be modified or increased, the specifications should so state.
- b. Preparation of Call for Bids - The Call for Bids form is available on the County intranet. Bid responses must be received by the Clerk of the Board, not the department. Bids must be received by the Clerk of the Board no later than 10 a.m., or other time as determined by the Clerk of the Board, on the date of bid opening. Delivery to or arrival at any other County office or location is not considered receipt by the Clerk of the Board. Bids must arrive sealed and must be clearly marked on the outside as stated in the Call for Bid. The bid opening date is scheduled for a regular meeting of

the Board to allow for publications to occur once each week for two consecutive weeks prior to bid opening. A longer period for response is acceptable and is required by certain grant funding sources.

- c. Preparation of Bid Response Form or Documents.
- d. Submission of Documents to the Board for work session and regular agenda in accordance with Policy 120.
- e. Payment for the cost of advertising and/or call for bids.
- f. Publication of the Call for Bids in other than that required in the County's legal newspaper and payment of such publication.
- g. Distribution of specifications and/or response packets to prospective bidders.
- h. Pre-bid meeting if appropriate.
- i. Evaluation of bid responses after bid opening and recommendation for award to the Board or Administrator as appropriate.
- j. Notification to bidders of the award.
- k. Preparation of a written contract including any required review, recording in the County's contract index, and submittal for approval.
- l. Completion and submittal of the Bid Confirmation Form or pre-approved Bid Tabulation Form.
- m. Administration of the contract in accordance with this policy, per the project specifications and any requirements set by a grant funding source.
- n. Establishment and maintenance of official contract file including bid specifications, responses, contract, and other related documents.

(3) Clerk of the Board Responsibilities

- a. Publishing of the Call for Bids as required by Statute.
- b. Accepting and securing bid responses.
- c. Ensuring full execution of the contract once approved by the County.
- d. Distribution and filing of fully executed contract.

30.2 Small Works Procedures - Public Works

Procedures for Small Works Projects, including the Small Works Roster shall be in accordance with RCW 39.04 and CCC 3.12. Responses to bids for Small Works Projects may be received by the Public Works Department.

30.3 Required Title VI Notices in all Federally-Funded programs.

In accordance with the County's Title VI Plan, all solicitations for bids for work or material in all federally-funded programs shall include the following notice in all solicitations for work or material:

"Clallam County, 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 23 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."

.35 BID CONFIRMATION FORM REQUIRED/PAYMENT VERIFICATION PROCEDURES

Any purchase of goods or services, including any Public Works project, that requires a formal bid, informal quotes, small works procedures, or an RFP/RFQ requires the completion of the "Bid Confirmation Form" or other approved form. The Bid Confirmation Form is located on the County's Intranet site. The form must be completed by the department responsible for the bid process. The form must contain information from all responders to the bid process.

In any case where a written contract is required, the form must be submitted to the Board, Administrator, or Public Works Director/County Engineer as the case may be, as part of the request to award the bid/contract.

In lieu of providing an actual copy of the contract with the payment voucher as required by CCC 3.12.050, the bid confirmation form must be submitted with the first voucher for payment submitted to Auditor's accounts payable. The form is used by the Auditor's accounts payable to verify that the bid process has been accomplished and to include in reporting of contracts awarded under the informal bid process. The contract number will be noted on subsequent vouchers. In situations where a written contract is required but bidding is not required, the contract number will be noted on each voucher.

.40 SOLE SOURCE PURCHASES

Solicitation of formal bids, informal bids/quotes, and/or an RFP/RFQ may be dispensed with where the purchases are clearly and legitimately limited to a single source of supply or which involve special facilities or market conditions. Terms may be established by direct negotiation. Sole source is not intended to limit a purchase to a particular brand or vendor unless no other brand/vendor is able to supply goods or services that meet specifications of a business nature required by the county. Used materials, supplies or equipment may be purchased using this section.

County Officials requesting approval of a purchase as sole source are required to complete and submit a "Sole Source Purchase Request" form. The form will be approved prior to the request. In the case of purchase of goods or services that otherwise would require a formal bid or request for proposals, the form must be submitted and approved by the Board of Commissioners. In the case of purchases that otherwise would require informal bid/quote, the Administrator may approve the form. The form must then be submitted, with the voucher for payment, to the Auditor's accounts payable. The approval of a purchase of goods or services as sole source does not alter contract requirements.

.42 EMERGENCIES

An emergency means unforeseen circumstances beyond the control of the County that either:

- a. Present a real, immediate threat to the proper performance of essential functions.
- b. Will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

If an emergency exists, the Board of Commissioners may declare an emergency and award all necessary contracts for purchases or public works on behalf of the County to address the emergency without complying with any of the other provisions of this chapter. In situations requiring an immediate declaration of emergency, the County Administrator may, after making a reasonable attempt to contact each available Commissioner, declare the existence of an emergency.

If the County Administrator is unavailable, the Public Works Director, Sheriff, Prosecuting Attorney, Public Health Officer, or Director of the Department of Community Development, in that order, may, after making a reasonable effort to contact each available Commissioner, declare such emergency.

All emergencies declared by other than the Board of Commissioners shall be presented to the Board of Commissioners at their next regular meeting for consideration of ratification. If a contract is awarded under the authority of this section, a written finding of the existence of the emergency shall be made by the County Official and filed in the records of that official's office or department no later than two (2) weeks following the award of the contract.

Any contract entered into under these emergency provisions shall contain provisions allowing the County to terminate the contract for convenience or because of the conclusion of the emergency. The contract termination provisions shall provide that the County shall pay to the contractor only that portion of the contract price corresponding to work completed to the County's satisfaction prior to termination, together with costs necessarily incurred by the contractor in terminating the remaining portion of the work, less any payments previously made.

.44 COOPERATIVE PURCHASING

The County and its departments are encouraged to join with other units of local, state, or federal government in cooperative purchasing plans pursuant to RCW 39.34 or any other authorizing statute to the extent permitted by state law.

Cooperative purchasing agreements shall provide that each of the participating units of government shall be separately invoiced by the vendors or service providers for purchases made under such plans and that the County shall not be obligated for any purchases other than those required for its own use and supplied pursuant to the request of the County.

.46 INTERGOVERNMENTAL PURCHASES

Purchases or services may be obtained from local, state, or federal entities (including but not limited to the state bid contracts and GSA contracts) upon direct negotiation without complying with bidding requirements in this policy.

.50 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the County. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the County's Title VI Specialist for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a. The date of alleged act of discrimination; or
- b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the County or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the County, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the County's investigative procedures set forth in Administrative Policy 235.

Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.

The County will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:

- a. Name, address, and phone number of the complainant.
- b. Name(s) and address(es) of alleged discriminating official(s).
- c. Basis of complaint (i.e., race, color, national origin or sex)
- d. Date of alleged discriminatory act(s).
- e. Date of complaint received by the County.

- f. A statement of the complaint.
- g. Other agencies (state, local or Federal) where the complaint has been filed.
- h. An explanation of the actions the County has taken or proposed to resolve the issue raised in the complaint.
- i. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the County Administrator. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
- j. Within 90 days of receipt of the complaint, the head of the County will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT, or USDOT, if they are dissatisfied with the final decision rendered by the County. The Title VI Specialist will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.
- k. Contacts for the different Title VI administrative jurisdictions are as follows:

Washington State Department of Transportation
Office of Equal Opportunity, Title VI Program
PO Box 47314
Olympia, WA 98466
360.705.7098

Federal Highway Administration
Washington Division Office
711 Capitol Way South, Suite 501
Olympia, WA 98501
360.534.9325

.80 FREQUENTLY ASKED QUESTIONS

The questions and answers below are intended to guide employees in topics where questions are often asked. This is not intended to be an all-inclusive list of issues, topics, or answers. The information provided below is enforceable as a part of this policy.

- ***Can an Elected Official or Department Head (County Official) sign a contract?***

County Officials are authorized to sign vendor supplied documents such as work orders and work requests commonly used for minor services such as repairs in an amount less than \$10,000. In addition, purchase orders and purchase agreements for goods in an amount less than \$10,000 may be signed by the County Official. The limitations include installation, tax and shipping. To be eligible for approval by the County Official, funds for the purchase must have been previously allocated in the budget, and the purchase must be made in the current year's budget. County Officials may approve the County's personal services agreements in an amount less than \$10,000. County Officials may not approve other formal contracts that contain liability clauses or intergovernmental agreements.

Vendor documents approved by County Officials still require indexing and, if appropriate, prosecutor review. Bidding is also required, if applicable. A complete contract file with all associated documents must exist in the approving department. Approval for any purchase that requires bidding under this policy may not be delegated by the County Official to a subordinate other than their designated acting in their absence (charter exempt in the case of elected officials).

- ***Can a vendor contract form be used instead of a County contract?***

Yes, but when the contract is for the provision of services, the County standard personal services contract contains language required by the Prosecuting Attorney that may not be in a vendor's standard contract. For minor services such as repairs and for purchase of goods, many vendors use standard forms commonly called a service orders, service requests, work orders, or purchase orders.

- ***Does the Prosecuting Attorney need to approve "all" written contracts?***

No. Pre-approved contracts for various services including personal services contract, contract for training, fair vendor contracts, and others exist and do not need prosecutor's review if no changes have been made to the general or special conditions and the standardized insurance provisions have been followed (See Appendix C). For minor services such as repairs and purchase of goods, many vendors use a standard form commonly called a service order, service request, work order, or purchase order. These forms may be used and do not require prosecutorial review unless they contain an indemnity clause or liability clause. The appropriate official approving the form, should, however, read the form and if a question arises, consult the Prosecuting Attorney's Office before signing. Other vendor contracts or County contracts not previously approved require prosecutor review.

APPENDIX A
WRITTEN CONTRACTS REQUIRED

Type of Purchase	Written Contract Required
1. ALL: -Rental Agreements for Real Property -Intergovernmental Agreements -Grant Agreements -Union/Labor Agreements -Cooperative Purchase Agreements -Personal or Professional Services -Maintenance and Licensing Agreements	YES
2. Purchases of goods over \$25,000:	YES
3. Certain purchases over \$7,500: -Equipment leases or rentals -Repairs of fixed assets	YES
4. Purchase of goods less than \$25,000	NO
5. Repairs of fixed assets under \$10,000	NO

APPENDIX B
APPROVAL OF CONTRACTS

Type of Contract	Approval
1. All multi-year expenditure contracts exceeding \$25,000 unless a non-appropriation clause is included in the contract. (sec 4.1)	BOCC approves and awards
2. All union labor agreements. (sec 4.1)	BOCC approves and awards
3. Real property transactions. (sec 4.1)	BOCC approves and awards
4. Any agreement requiring a budget emergency or supplement not previously approved by the Board. (sec 4.1)	BOCC approves and awards
5. Any other contract or agreement which by statute must be approved by the governing body of the County. (sec 4.1)	BOCC approves and awards
6. All expenditure or revenue contracts more than \$50,000 per year. (sec 4.1)	BOCC approves and awards
7. Certain contracts \$50,000 or less per year. (sec 4.2)	Administrator approves and awards.
8. Small Works project contracts under \$35,000 (sec 4.3)	Public Works Director/County Engineer approves.

9. Vendor supplied work orders for services under \$10,000 or purchase orders for purchase of goods under 10,000. Certain conditions apply. (sec 4.4)	County Official Approves
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APPENDIX C
STANDARDIZED INSURANCE REQUIREMENTS

Type of Coverage	When Required	Occurrence Limit	Aggregate Limit
Professional Legal Liability	If contractor is a licensed professional including but not limited to the following: <ul style="list-style-type: none"> - Accountants - Architects - Attorneys - Contractors - Engineers - R/E Appraisers - R/E Brokers - Surveyors - Sanitarians 	See Table Below	Not Applicable
Workers' Compensation	Statutory	Not Applicable	Not Applicable
Commercial General Liability	If there is contact with the public.	<ol style="list-style-type: none"> 1. If less than \$25,000, the limit is \$500,000. 2. If between \$25,000 and \$1,000,000, the limit is \$1,000,000. 3. If between \$1,000,000 and \$5,000,000, the limit is \$2,000,000. 4. If greater than \$5,000,000 the limit is set by Risk Management Division. 	<ol style="list-style-type: none"> 1. If less than \$25,000, the limit is \$1,000,000. 2. If between \$25,000 and \$1,000,000, the limit is \$2,000,000. 3. If between \$1,000,000 and \$5,000,000 the limit is \$5,000,000. 5. If greater than \$5,000,000 the limit is set by Risk Management Division.

Type of Coverage	When Required	Occurrence Limit	Aggregate Limit
Automobile Liability	If driving is involved and contract is less than \$25,000.	\$100,000 each accident combined bodily injury and property damage.	\$300,000.
Business Automobile Liability	If driving is involved and contract is greater than \$25,000.	\$1,000,000 each accident combined bodily injury and property damage.	Not Applicable

Appendix C (Continued)

PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE	
PROFESSIONS:	PROFESSIONAL LIABILITY
Accountants	\$1,000,000
Architects	1,000,000
Attorneys	1,000,000
Contractors	1,000,000
Counselors	250,000
Dietitians	100,000
Embalmer	1,000,000
Engineers	1,000,000
Escrow Agent	1,000,000
Fire Sprinkler System Contractors	1,000,000
Landscape Architects	250,000
Nutritionists	250,000
Private Detectives	500,000
Process Servers	250,000
Psychologists	1,000,000
Real Estate Appraiser	1,000,000
Real Estate Brokers	1,000,000
Surveyors	1,000,000
Veterinarians	1,000,000
HEALTH CARE	Medical Malpractice
Dental Hygienist	1,000,000
Dentists	1,000,000
Emergency Medical Technician	1,000,000
Nurses	1,000,000
Osteopaths	2,000,000
Pharmacists	1,000,000
Physical Therapist	1,000,000
Physicians	2,000,000
Sanitarians	1,000,000
Sex Offender Treatment Providers	1,000,000
TRADES	Errors & Omissions
Auctioneers	100,000

PROFESSIONAL LIABILITY INSURANCE LIMIT SCHEDULE	
Plumbers	500,000
Security Guards	100,000
Water Well Contractor/Operator	100,000

APPENDIX D

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

APPENDIX E

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

1. GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WSDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

2. HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and

become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX F

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (County) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.