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**Purchasing – Bids and Contracts – 6220P**

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**A. Public Works Contracts – (Small Works Contracts - \$40,000 to \$300,000)**

In accordance with R.C.W. 39.04 and ESSB 6347, codified at Chapter 138, Laws of 2000, and R.C.W. 28A.335.190(3) addressing Public Works, the following procedures have been adopted by the Issaquah School District.

**1. Small Works Roster(s):**

The Purchasing Office may create a single small works roster, or may create a small works roster for different specialties or categories of anticipated work. The small works roster(s) shall consist of all responsible contractors who have requested to be on the roster(s), and where required by law, are properly licensed or registered to perform such work in this state.

At least once a year, the Purchasing Office shall publish notice in at least one newspaper of general circulation in the district of the existence of the roster(s) and solicit the names of responsible contractors for such roster(s).

Contractors wishing to be added to the Small Works Roster must complete the application that includes the following:

- a. Registered contractor in the State of Washington.
- b. Compliance with prevailing wage laws (R.C.W. 39.12).
- c. Ability to provide certificates of insurance.
- d. Compliance with federal, state and local laws regarding equal employment opportunity.

**2. Contracts Awarded from the Small Works Roster:**

The district, shall obtain telephone, written or electronic quotations from contractors on the appropriate small works roster(s) to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in R.C.W. 43.19.1911.

A contract awarded from a small works roster need not be advertised. Request for quotes shall include an estimate of the scope and nature of the work to be performed, as well as the materials and equipment to be furnished. However, detailed plans and specifications need not be included in the request.

Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.

If the estimated cost of work is between \$150,000 and \$300,000 and if the district chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster, the district must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The district has the sole option for determining whether this notice is made by publication in a legal newspaper in general circulation in the area where the work is to be done, mailing notice, or sending notice by facsimile or other electronic means.

**3. Contract Award:**

The district, through the Purchasing Office, shall award the contract for the public works project to the lowest responsible bidder; provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, the district may reject all bids and call for new bids. In addition to price, the district shall take into account the following:

- a. The ability, capacity, and skill of the bidder to perform the contract;
- b. The ability of the bidder to perform the contract within the time specified by the district;
- c. The quality of the bidder's performance on previous contracts or services; and
- d. The previous and existing compliance by the bidder with laws relating to Labor and Industries Public Works.

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## 4. Formal Contracts:

Formal written contracts shall be prepared for all small works projects. The contract shall provide that, in the event of a suit by the district to enforce the terms of the contract, venue for the suit shall be laid in the county in which the district is located and that, if the district is successful in the suit, the court may order reimbursement of the district's attorney's fees and court costs in such amount as the court deems reasonable. The contract shall contain a proviso requiring the contractor to prohibit any of its employees who has ever been convicted of or pled guilty to any of the child related felonies from working where he/she has contact with public school children. The contract shall also provide that failure to comply with this requirement is grounds for immediate termination of the contract.

## 5. Prevailing Wage:

All contracts fall under the Prevailing Wage Law of the Department of Labor and Industries. All contractors must comply with these requirements.

## 6. Insurance:

Each contractor shall provide a certificate of insurance and/or performance bond prior to commencing work for the District.

The Contractor shall purchase a Commercial General Liability Insurance Policy that will protect the District and the Contractor from claims which may arise out of a result from the Contractor's operations and for which the Contractor may be legally liable. This insurance shall be written for not less than the limits required by law. Certificates of insurance acceptable to the District shall be filed with the District prior to commencement of the work.

## 7. Retainage:

The district has the right, at its' sole option, to withhold up to 5% for retainage from the moneys earned by the contractor (R.C.W. 60.28.010).

## 8. Rights of Revocation:

A contractor's documented failure to comply with public works laws, equal employment opportunity laws, or to perform adequate work, will result in his removal from the small works roster.

## 9. Publication of Contract Awards:

The Purchasing Office shall maintain an annual list of small works contracts awarded and post the list at least once every two months. The list shall contain the name of the contractor or vendor awarded the contract, the amount of the contract, a brief description of the type of work performed or items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

**B. Public Works Contracts – (Contracts in Excess of \$300,000)**

Whenever in the opinion of the district the cost of any Public Works shall exceed \$300,000, formal bids shall be called for by issuing public notice placed in at least one newspaper of general circulation within the district, once each week for two consecutive weeks.

## 1. Bid Specifications:

Written specifications shall be prepared which describe the work to be completed and the materials to be used. Specifications should include completion date; contractor's assurances for prevailing wages, fair employment, etc; bid and performance bond requirements; date of opportunity to visit the work site; and closing date. The specifications and bid form should be provided at a location specified in the public notice. Detailed plans and specifications need not be included in the invitation.

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## 2. Bid Opening:

Formal bids shall be opened at the time and place stated in the official advertisement for bids, and any interested member of the public may attend the bid opening. It shall be the bidder's sole responsibility to see that his/her bid is delivered to the district prior to the time set for opening of bids. Any bid received after the time set for opening the bids shall be returned to the bidder unopened and shall receive no consideration by the district. All bids shall be submitted in a sealed envelope.

## 3. Contract Award:

Contracts in excess of \$300,000 shall be awarded by a majority vote of the board with action recorded in the minutes of the board meeting. The contract for the public works project shall be awarded to the lowest responsible bidder; provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, the district may reject any and all bids and call for new bids. In addition to price, the district shall take into account the following:

- a. The ability, capacity, and skill of the bidder to perform the contract;
- b. The ability of the bidder to perform the contract within the time specified by the district;
- c. The quality of the bidder's performance on previous contracts or services; and
- d. The previous and existing compliance by the bidder with laws relating to Labor and Industries Public Works.

## 4. Formal Contracts:

Formal written contracts shall be prepared for all major construction and repair projects. The contract shall provide that, in the event of a suit by the district to enforce the terms of the contract, venue for the suit shall be laid in the county in which the district is located and that, if the district is successful in the suit, the court may order reimbursement of the district's attorney's fees and court costs in such amount as the court deems reasonable. The contract shall contain a proviso requiring the contractor to prohibit any of its employees who has ever been convicted of or pled guilty to any of the child related felonies from working where he/she has contact with public school children. The contract shall also provide that failure to comply with this requirement is grounds for immediate termination of the contract.

## 5. Prevailing Wage:

All contracts fall under the Prevailing Wage Law of the Department of Labor and Industry. All contractors must comply with these requirements.

## 6. Insurance:

Each contractor shall provide a certificate of insurance and/or performance bond prior to commencing work for the district.

The Contractor shall purchase a Commercial General Liability Insurance Policy that will protect the District and the Contractor from claims which may arise out of a result from the Contractor's operations and for which the Contractor may be legally liable. This insurance shall be written for not less than the limits required by law. Certificates of insurance acceptable to the District shall be filed with the District prior to commencement of the work.

## 7. Retainage:

The district has the right, at its' sole option, to withhold up to 5% for retainage from the moneys earned by the contractor (R.C.W. 60.28.010).

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**C. Furniture/Equipment/Supply Purchases – (Purchases - \$40,000 to \$75,000)**

The district may solicit quotations by telephone and/or written quotation for furniture, equipment and supplies which have an estimated cost more than \$40,000 but less than \$75,000. At least three telephone or written quotations shall be secured prior to the date established by the district. All telephone quotations must be confirmed in writing within seven days in order to constitute a valid quotation.

Brand names and manufacturer's catalog numbers used in specifications are for the purpose of identification and to establish a standard of quality. Bids on equal items may be considered providing the bidder specifies brand and model, and furnishes descriptive literature. The acceptance of alternative "equal" items shall be conditioned on the district's inspection and testing after receipt of the proposed component(s). If not found to be equal, the material shall be returned at the seller's expense and no contract will be awarded.

The district shall reserve the right to reject any or all bids, waive any informalities and to make the award in its best interest.

An acceptable bid or offer and a district purchase order shall constitute the only contract necessary for the purchase of furniture, equipment and supplies. The successful bidder shall meet all conditions included in the specifications.

**D. Furniture/Equipment/Supply Purchases – (Purchases in Excess of \$75,000)**

Whenever in the opinion of the district the cost of any furniture, equipment or supplies shall exceed \$75,000, formal bids shall be called for by issuing public notice placed in at least one newspaper of general circulation within the district, once each week for two consecutive weeks.

**1. Bid Specifications:**

Written specifications shall be prepared which describe the equipment or materials to be used. The specifications should include delivery/installation dates; contractor's assurances; bid and performance bond requirements; and closing date. The specifications and bid form shall be provided at a location specified in the public notice. Detailed plans and specifications need not be included in the invitation.

Brand names and manufacturer's catalog numbers used in specifications are for the purpose of identification and to establish a standard of quality. Bids on equal items may be considered providing the bidder specifies brand and model, and furnishes descriptive literature. The acceptance of alternative "equal" items shall be conditioned on the district's inspection and testing after receipt of the proposed component(s). If not found to be equal, the material shall be returned at the seller's expense and no contract will be awarded.

**2. Bid Opening:**

Formal bids shall be opened at the time and place stated in the official advertisement for bids, and any interested member of the public may attend the bid opening. It shall be the bidder's sole responsibility to see that his/her bid is delivered to the district prior to the time set for opening of bids. Any bid received after the time set for opening of bids shall be returned to the bidder unopened and shall receive no consideration by the district. All bids shall be submitted in a sealed envelope.

**3. Contract Award:**

Contracts in excess of \$75,000 shall be awarded by a majority vote of the board with action recorded in the minutes of the board meeting. An acceptable bid and a district purchase order shall constitute the only contract necessary for the purchase of furniture, equipment and supplies. Whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, the district may reject any and all bids and call for new bids. In addition to price, the district shall take into account the following:

- a. The ability, capacity, and skill of the bidder to perform the contract;
- b. The ability of the bidder to perform the contract within the time specified by the district;
- c. The quality of the bidder's performance on previous contracts or services.

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