# FISCAL SPONSORSHIP AGREEMENT

This Agreement is entered into between Lewis County, a municipal corporation, ("County") and the Lewis County Broadband Action Team ("LCBAT"), an unincorporated association of citizens who aim to promote broadband access and digital equity within Lewis County. Together they are collectively called "the Parties."

# Recitals

The Parties agree upon the following background facts:

- A. The LCBAT was originally formed as a citizen advisory panel to Lewis County Public Utility District No. 1, but eventually became its own independent citizens' organization. It is unincorporated and has no legal entity status. However, it has formal bylaws and meets periodically to promote broadband and digital equity.
- B. Before the spring of 2023, the State of Washington contracted with Washington State University to work with LCBAT and other broadband action teams (BATs) across the state to perform localized broadband-action and digital equity planning. The State needed to produce statewide broadband-action and digital equity plans to qualify for significant federal funding, and it proposed to use local planning from each of the BATs across the state as draft material to be incorporated into its statewide plan.
- C. LCBAT set about doing the local planning, for free, through volunteer work. Eventually WSU determined that BATs might have use for funding in furthering this broadband and digital equity work. WSU proposed to contract with BATs to pay them for delivering draft planning documents to WSU.
- D. The problem: LCBAT does not have any legal entity status and cannot open a bank account. The County, which has staff who participate as LCBAT members and which shares common goals with the LCBAT concerning broadband expansion and access in the community, agreed to act as the LCBAT's fiscal sponsor to receive the funds from WSU.
- E. The County contracted with WSU as shown in Attachment 1, agreeing to accept WSU's funds contingent upon the LCBAT turning in the required draft planning documents, and to hold and account for the funds before disbursing them in accordance with LCBAT's formal direction.
- F. LCBAT completed and submitted the required planning documents to WSU, entitling it \$59,117 in funding. The County received these funds on LCBAT's behalf and is holding them. These funds are the LCBAT's, representing money the LCBAT earned for its work to produce the plans.
- G. Despite the fact that the money is LCBAT's, and despite the County's intention to ministerially disburse the funds in accordance with the LCBAT's formal

instructions, when the County spends this money on LCBAT's behalf, it is *a county* spending money. This entails certain requirements for county expenditures.

- H. Accordingly, the County and LCBAT agree, through the terms of this Agreement as set forth below, that LCBAT will fulfill the requirements for county expenditures to enable the County to lawfully make disbursements on LCBAT's behalf.
- I. However, if LCBAT develops some other lawful means of accepting its funds, such that the County can provide them to the LCBAT, the Parties agree to transfer the funds to LCBAT for administration.

# Terms

Incorporating the above facts, the Parties agree upon the following terms:

- 1. For small-scale purchases of items from an ordinary retail seller, such as snacks and supplies from a grocery store for an LCBAT public event, LCBAT members may make the purchases and seek LCBAT approval for reimbursement.
  - a. LCBAT's approval for reimbursement may be reflected in:
    - i. a document or meeting minute showing approval by the LCBAT after the expense via a motion and vote; or
    - ii. a pre-approval through an LCBAT motion and vote, such as a vote to authorize a person to make purchases up to a certain limit; or
    - iii. a blanket delegation of authority for a particular person to make such purchases up to a certain limit.
  - b. No documentation of competition is required for these small purchases the normal retail market is deemed to produce reasonable prices.
  - c. Alcohol purchases cannot be reimbursed, even if the expense is for a bona fide LCBAT public event.
  - d. If approved by LCBAT, the person seeking county reimbursement shall complete and submit the county reimbursement form (Attachment 2) and a W9 (Attachment 3), along with documentation of LCBAT's approval.
  - e. Upon receipt and acceptance of the materials in paragraph 1.d as compliant, the County will reimburse the expense through its normal payment process. This process usually takes 2-3 weeks and occurs via pay warrants that work like checks. The person must accept such warrants.
  - f. The County is required to report all payments to individuals in excess of \$600 on IRS Form 1099-MISC as an Other Income Payment. The reimbursements relate to the LCBAT activities, not individual income, therefor the County will not reimburse any single LCBAT member more than \$600 in one tax year.
- 2. For larger purchases or those not from an ordinary retail seller—such as hiring catered food for a public event or hiring a consultant to study digital equity issues—

LCBAT will comply with the county procurement policy in Attachment 4. Generally, this will entail the following competition requirements:

- a. For goods, equipment, and supplies purchases:<sup>1</sup>
  - i. Under \$10,000: LCBAT shall obtain three informal quotes from qualified competitors and keep them to demonstrate that it obtained a competitive price.
  - ii. Between \$10,000 and \$50,000: LCBAT shall solicit the applicable county vendor list to obtain three or more quotes, selecting the lowest price bid offering.
  - iii. Over \$50,000: LCBAT shall conduct a competitive, published bid process and select the lowest bidder.
- b. For services,<sup>1,2</sup> bidding is not required. However, to use taxpayer money wisely, LCBAT shall:
  - i. For purchases under \$10,000, obtain three informal quotes from qualified competitors and keep them to demonstrate that LCBAT selected the most advantageous one; or
  - ii. For purchases over \$10,000, publicize a request for proposals for purchases over \$10,000, selecting the most advantageous response.
- c. This general description is meant to be an aid to LCBAT's compliance with Attachment 4. Attachment for 4 supersedes this general description in the event of an inconsistency between the two.
- 3. Having conducted competition as described above, LCBAT may contract for services and seek to have the county disburse funds directly to the contractor, or it may have an LCBAT member pay the contractor and seek reimbursement.
  - a. For either direct disbursement or LCBAT member reimbursement, LCBAT must approve paying the invoice or reimbursement in the manner set forth in paragraph 1a, above. In addition to the options in paragraph 1.a, LCBAT may, through motion and vote, delegate authority to certain members or officers to approve expenses and request that the county pay or reimburse those expenses.
  - b. Any person or entity who receives a direct disbursement from the county must complete and submit a W9 (Attachment 3). For reimbursements, the person must also complete and submit a county reimbursement form (Attachment 2).
  - c. LCBAT shall submit the documentation of competition, LCBAT's approval of the expense, the W9, and the reimbursement form (if needed) to the County.

<sup>&</sup>lt;sup>1</sup> Other than electronic data processing and telecommunications equipment, software, or services, which require competitive negotiation.

<sup>&</sup>lt;sup>2</sup> Other than architectural or engineering services, which require a request for qualifications.

- d. Upon receipt and acceptance of the materials in paragraph 3.c as compliant, the County will pay or reimburse the expense through its normal payment process. This process usually takes 2-3 weeks and occurs via pay warrants that work like checks. The contractor, person or entity must accept such warrants.
- 4. If LCBAT develops the means to accept the funds it earned while the County is still holding all or a portion of those funds, LCBAT and the County agree to negotiate a prompt and reasonable means of disbursing the funds into LCBAT's possession or the possession of the person or entity who can accept them on LCBAT's behalf. "Prompt and reasonable" includes, among other things, consideration of limitations on government expenditures of funds necessary to instill public confidence in government.
- 5. In processing payment requests or reimbursements under this Agreement, Lewis County neither agrees, guarantees, nor warrants that any such payments or reimbursements were proper, legal, prudent, or compliant with any requirements applicable to LCBAT. Lewis County's actions under this Agreement are ministerial actions merely to facilitate LCBAT's independent actions.
- 6. Nothing in this Agreement shall be construed to create a relationship of employeremployee or master-servant between Lewis County and LCBAT, nor shall it be construed to offer any guarantee of employment to either party or any agent, employee, or official thereof. Neither shall this Agreement be construed to create any partnership nor joint venture between the parties.
- 7. Jurisdiction and venue for any dispute arising from this Agreement shall be in the Superior Court in and for Lewis County. The law applicable to this Agreement shall be the law of the State of Washington, except any choice-of-law provisions therein.

# Attachments

The following attachments are incorporated into this contract:

Attachment 1: County Contract with WSU

Attachment 2: County reimbursement form

Attachment 3: Blank W9

Attachment 4: County Procurement Policy

[Signatures follow on the next page.]

# Signatures

# For Lewis County:

Ryan Barrett, County Manager

Date signed

As authorized by the Board of County Commissioners

For LCBAT:

Frank Corbin, LCBAT Chair

Date signed

As authorized by the LCBAT membership

# Attachment 1: Lewis County Contract with WSU

WASHINGTON STATE UNIVERSITY	Subcontract
Prime Contractor	Subcontractor
Institution/Organization ("Prime Recipient") Name: Washington State University Address: Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060	Institution/Organization ("Subcontractor") Name: Lewis County Address: 351 NW North St Chehalis, WA 98532 EIN No.: 91-6001351 UEI: PAEFFMRVTLZ6
Prime Contract No.: 23-66233-001	Subcontract No. 143035 WSU001110
Sponsor: Washington State Department of Commerce	
Subcontract Period of Performance: 03/01/2023-06/14/2023	Amount Funded this Action: \$ 59,117
Project Title: Broadband Action Team Implementation and Supp	
Reporting Requirements [Check here if applicable: 🔀 See Atta	chment 4]
award number, and certification as to truth and accuracy of invoice (see Attachn	licht o for Sample Involces, involces that do not reference prime Reciment's
sub-award number shall be returned to Sub-recipient. Invoices and questions co party's Financial Contact as shown in Attachment 3. Prime recipient reserves the documentation of Sub-recipients costs in the event the Prime Recipient is requir issues which cause the Prime Recipient to question the reasonableness, allowab 3 A final invoice marked "FINAL" must be submitted to the Prime Contractor's after the Project Period. Prime Contractor shall make the final payment to Subc in Attachment 4 and 5 4) All payments shall be considered provisional and subject to adjustment within of an adverse audit finding against the Subcontractor. 5) Matters concerning the technical performance of this subcontract should	Incerning invoice receipt or payments should be directed to the appropriate a right to request and the Sub-recipient agrees to provide supporting red to provide such documentation to its sponsors or there are performance ility or allocability of costs billed. Is Financial Contact, as shown in Attachment 3 not later than 15 <sup>th</sup> of June 2023 contractor upon completion of all required deliverables and reports as indicated in the total estimated cost in the event such adjustment is necessary as a result
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<ul> <li>Sub-award number shall be returned to Sub-recipient. Invoices and questions coparty's Financial Contact as shown in Attachment 3. Prime recipient reserves the documentation of Sub-recipients costs in the event the Prime Recipient is requirissues which cause the Prime Recipient to question the reasonableness, allowab 3. A final invoice marked "FINAL" must be submitted to the Prime Contractor's after the Project Period. Prime Contractor shall make the final payment to Subcen n Attachment 4 and 5.</li> <li>A) All payments shall be considered provisional and subject to adjustment within of an adverse audit finding against the Subcontractor.</li> <li>B) Matters concerning the technical performance of this subcontract should Attachment 3.</li> <li>C) Matters concerning the request or negotiation of any changes in the terms, requiring prior approval, should be directed to the appropriate party's Admir Subcontract require the written approval of each party's Authorized Official, as s 7) Each party shall be responsible for its negligent acts or omissions and the neallowed by law.</li> <li>B) Either party may terminate this Subcontract with thirty days written notice to allowed by law.</li> <li>C) No-cost extensions require the approval of the Prime Contractor. Any re Administrative Contact, as shown in Attachment 3, not less than thirty (30) days Attachment 2.</li> </ul>	Incerning invoice receipt or payments should be directed to the appropriate a right to request and the Sub-recipient agrees to provide supporting red to provide such documentation to its sponsors or there are performance ility or allocability of costs billed. Financial Contact, as shown in Attachment 3 not later than 15 <sup>th</sup> of June 2023 contractor upon completion of all required deliverables and reports as indicated in the total estimated cost in the event such adjustment is necessary as a result d be directed to the appropriate party's Principal Investigator, as shown in , conditions, or amounts cited in this subcontract agreement, and any changes nistrative Contact as shown in Attachment 3. Any such changes made to this shown in Attachment 3. egligent acts or omissions of its employees, officers, or director's, to the extent the appropriate party's Administrative Contact as shown in Attachment 3. quests for a no-cost extension should be addressed to and received by the prior to the desired effective date of the requested change. Ind other special terms and conditions, as identified in
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with authority.

# Attachment 1 WSU Subcontract Certifications and Assurances

By signing the Subcontract, the authorized official of Subcontractor certifies, to the best of his/her knowledge and belief that Subcontract shall maintain books, records, documents and other evidence which sufficiently and properly reflect all costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, and/or officials so authorized by law. All books, records, documents, and other material relevant to this Subcontract will be retained for three years after expiration and audit by personnel of both parties, other personnel duly authorized by either party, and/or officials so authorized by law shall have full access and the right to examine any of these materials during this period.

# Attachment 2 WSU Subcontract Prime Award Terms and Conditions

See attached Prime Award Agreement

The Prime Award Terms and Conditions contained in this Attachment are modified to the extent where applicable as follows:

- "Contract" shall mean "Subcontract";
- "Commerce" shall mean "Washington State University";
- "Contractor" shall mean "Subcontractor";

	Attachm WSU Subo				
	Prime Contractor Contacts	Subcontractor Contacts			
A		Administrative Contact			
	ve Contact Office of Research Support and Operations Washington State University Office of Research Support and Operations Lighty 280 PO Box 641060 Pullman, WA 99164-1060	Administrative Contact Name: Eric Eisenberg Address: 351 NW North St Chehalis, WA 98532 Telephone: 360-740-1235 Fax: Email: eric.eisenberg@lewiscountywa.gov			
Telephone: Fax: Email:	(509) 335-9661 (509) 335-0890 orso@wsu.edu				
Principal Inv		Project Director			
Name: Mic Address: Wa Co PC PC Telephone: Fax:	chael Gaffney ashington State University Ilege of Arts and Science, Extension D. Box 642630 Illman, WA 99164-2630 (509) 335-4611 gaffney@wsu.edu	Name: Eric Eisenberg Address: 345 West Main St Chehalis, WA 98532 Telephone: 360-740-1235 Fax: Email: eric.eisenberg@lewiscountywa.gov			
Financial Co		Financial Contact			
Name: Address:	Elizabeth Jinks, Director, Sponsored Programs Services Washington State University Sponsored Programs Services	Name: Grace Jimenez Address: 351 NW North St Chehalis, WA 98532 Telephone: 360-740-1139			
Telephone: Fax: Email:	PO Box 641025 Pullman, WA 99164-1025	Fax: Email: grace.jimenez@lewiscountywa.gov			
Authorized	Official	Authorized Official			
Name: Address:	Dan Nordquist, Associate Vice President Washington State University Office of Research Support and Operations Lighty 280 PO Box 641060	Name: Eric Eisenberg Address: 345 West Main Chehalis, WA 98532 Telephone: 360-740-1235 Fax:			
Telephone: Fax: Email:	Pullman, WA 99164-1060 (509) 335-9661 (509) 335-0890 <u>orso@wsu.edu</u>	Email: eric.eisenberg@lewiscountywa.gov			

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### ATTACHMENT 4 WSU SUBCONTRACT

## Invoicing and Funding Distributions

- 1. Invoices must be submitted to Financial Contact as referenced in Attachment 3 to receive funding.
- 2. Please reference Purchase Order Number 143035 SPC005392 on all future invoices. Swinomish Indian Tribal Community will be working with Swinomish Indian Tribal Community.
- 3. Payments will be as follows but invoices are required.
  - a. Broadband Action Planning. Upon completion of Worksheets 1 4 of the attached Workbook with respect to Broadband Action, a participating entity shall receive the sum of \$10,000.
  - b. Upon completion of Worksheets 5, 6, 11, 12, 13, and 18 an additional sum of \$5,000 shall be transferred.
  - c. **Digital Equity Planning.** Upon completion of Worksheets 1-4 with respect to Digital Equity planning, the participating entity will receive a distribution of \$20,000.
  - d. Upon completion of Worksheets 5, 6, 16, 17, and, 18 of the attached Workbook, and additional sum of \$24,117 will be transferred.
  - e. Responsible Entities which opt to complete both Broadband Action and Digital Equity planning in compliance with the attached Workbook will receive both sets of funding distribution as set forth above.

## **Reporting Requirements**

4. Progress and final reports will be required as requested by Prime Contractor's Project Director.

## Match Requirement

5. Cost Share Requirement = \$0

(SUBCONTRACTOR PLEASE COMPLETE THE ASSURANCES SECTION BELOW)

# Assurances

## BIOSAFETY OF RECOMBINANT DNA

Project does not involve recombinant DNA.

Project involves recombinant DNA and was either approved ( )or determined to be exempt( ) from the NIH. (Date). Approval by the Institutional Biosafety Committee (IBC) on \_\_\_\_

## CARE AND USE OF ANIMALS

Project does not involve vertebrate animals.

Project involves vertebrate animals and was approved by the Institutional Animal Care and Use Committee (IACUC) on (Date). OLAW Animal Assurances #

#### PROTECTION OF HUMAN SUBJECTS

Project does not involve human subjects.

Project involves human subjects and was approved by the Institutional Review Board (IRB) on (Date). Federal Wide Assurance #\_

## CONFLICT OF INTEREST

The Collaborator certifies by signature to this Subcontract that it has a federally compliant conflict of interest policy.

# Attachment 5 WSU Subcontract

**General Scope.** The Participants will conduct local broadband-related planning activities as set forth below. The Participants will maintain regular and reasonable contact and engage in discussions regarding [subject of research] collaboration and the activities listed herein. Each Participant will identify representatives responsible for overseeing matters pertaining to this MOU.

Specific Activities. The Participants intend to collaboratively pursue the following activities and goals:

Upon execution of this Statement of Work, WSU Extension will transfer an initial amount based on the types and amount of planning work to be undertaken to the signing entity, in exchange for which said entity will support initial inclusive planning efforts to accomplish a county or Tribal level Broadband Action Plan, Digital Equity Plan, or both, with components as listed below. As each plan component is completed in draft, it will be submitted via the WSU Portal, with all components submitted in draft form no later than June 14, 2023.

# D. County or Tribal Level Broadband Action Plans will include all elements contained in the appropriate Workbook sections, specifically including but not limited to the following:

- 1. Identification of a Principal Contact (individual or organization) which is responsible for the accomplishment the project tasks and deliverables, including initiation, planning, and execution. These Roles and Responsibilities will include the specific items listed below:
- 2. Creation or support of an existing Inclusive Planning Process structure which must address the broadly inclusive engagement requirements identified under the Washington Digital Equity Act (HB 1723). This effort may be supported by the regional Extension project team to ensure that all community voices are represented in the process.

# 3. Plan Overview

a. Development an overview of the Broadband Action Plan. This process will include a vision, goals, and objectives for this engaged process.

# 4. Broadband Asset Inventory & Map

- a. Review baseline broadband asset map provided by WSU Extension to understand what assets are captured based on the currently available data.
- b. Identify and document missing datasets and/or assets
- c. If available, provide additional data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use baseline map and additional data to identity physical and community infrastructure assets that advance broadband deployment, access, affordability, and adoption.
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

# 5. Needs and Gap Assessment

a. Review baseline broadband asset map provided by WSU Extension to understand where gaps in broadband infrastructure, access, adoption, and application are captured based on the currently available data.

- b. Identify and document missing datasets and/or assets
- c. If available, provide additional data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use baseline map and additional data to identify the gaps and needs around broadband deployment, access, affordability, and adoption.
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

## 6. Obstacles and Barriers Report

- a. Identify known or potential obstacles and/or barriers to broadband expansion and/or participation in the BEAD program, which may include, but are not limited to, policy barriers, workforce shortages, supply chain issues, limitations of current state of deployment, terrain, and digital equity issues.
- b. Complete the relevant section of the Workbook included as Attachment A.

## 7. Action Plan

- a. Using the data and conclusions from the Asset Inventory, Needs and Gap Assessment, and the Obstacles and Barriers Report, develop an Action Plan that identifies next steps to address community needs.
- b. Identify priorities, potential activities, supporting strategies, and any assistance that will be needed to achieve objectives, accomplish goals, and realize vision.
- c. Recommendations that may be included in the Action Plan, include, but are not limited to:
  - i. Recommendation of potential broadband deployment project areas, associated method of service delivery, and estimated costs.
  - ii. Strategy recommendations for deployment of county-owned assets, open access assets and networks, and/or public-private partnerships dependent on county need.
- d. Complete the relevant section of the Workbook included as Attachment A.

# E. County or Tribal Level Digital Equity Plans will include all elements contained in the appropriate Workbook sections, specifically including but not limited to the following:

- 1. Identification of a Principal Contact (individual or organization) which is responsible for the accomplishment the project tasks and deliverables, including initiation, planning, and execution. These Roles and Responsibilities will include the specific items listed below:
- 2. Creation or Support of an Existing Inclusive Planning Process structure which must address the broadly inclusive engagement requirements identified under the Washington Digital Equity Act (HB 1723). This effort may be supported by the regional Extension project team to ensure that all community voices are represented in the process.

## 3. Plan Overview

a. Development an overview of the Digital Equity Plan. This process will include a vision, goals, and objectives for this engaged process.

# 4. Needs and Gap Assessment

a. Review digital equity data and map provided by WSU Extension to understand needs, gaps, and barriers around broadband adoption, affordability, and application are identified based on the

currently available data.

- b. Identify and document missing datasets; identify any datasets that are believed to be inaccurate or incomplete
- c. If available, provide additional/corrected data in a GIS format. If data is not available in GIS format, provide data in the available format and/or describe resources needed to make it available in GIS format
- d. Use aggregated data and map to identify the gaps, needs, and barriers around broadband affordability, adoption, and application, including the needs of underserved populations identified in the Washington Digital Equity Act (HB 1723).
- e. Use data from the broadband asset map to complete the relevant section of the Workbook included as Attachment A.

# 5. Digital Equity Asset Inventory & Map

- a. Review assets identified in the baseline digital equity asset inventory and associated map provided by WSU Extension to understand what digital equity assets and programs are included in the currently available data.
- b. Identify and document missing assets, program, and/or existing digital equity plans, including the service area of each asset or program.
- c. If available, provide data on coverage areas in a GIS format.
- d. Use digital equity asset inventory, associated map, and additional assets, programs, and/or digital equity plans to identify assets available for affordability and adoption, with specific identification of the programs designed to serve the underserved populations identified in the Washington Digital Equity Act (HB 1723).
- e. Use data from the digital equity asset inventory and map to complete the relevant section of the Workbook included as Attachment A.

# 6. Action Plan

- a. Using the data and conclusions from the Asset Inventory and Needs and Gap Assessment, develop an Action Plan that identifies next steps to address community needs.
- b. Identify priorities, potential activities, supporting strategies, and any assistance that will be needed to achieve objectives, accomplish goals, and realize vision.
- c. Recommendations that may be included in the Action Plan, include, but are not limited to, alignment with plans and priorities from other entities and/or sectors, such as libraries, healthcare institutions, school districts, etc.
- d. Complete the relevant section of the Workbook included as Attachment A.

Contingent on the Lewis County Broadband Action Team (LCBAT) completing and submitting Broadband Action Plan and Digital Equity worksheets as requested by Washington State University, Lewis County will act as fiscal sponsor for the LCBAT, including the following: (a) receiving the funds disbursed to LCBAT as compensation for the aforementioned work; (b) accounting for such funds in accordance with generally accepted accounting principles; (c) maintaining proper records for the administration of those funds; (d) at the formal written direction of LCBAT, disbursing such funds to carry out LCBAT's further broadband-action or digital-equity work; and (e) if necessary, being added as a party to LCBAT agreements or contracts to reflect this fiscal sponsorship status. In acting as this fiscal sponsor, Lewis County does not and will not assume authority to control or direct the disbursement of the funds, nor bear responsibility for their expenditure to any party or entity; it will act solely as a ministerial agent of the LCBA.

#### TO: Lewis County

# RE: Washington State Univ. Uniform Guidance Subrecipient Compliance Confirmation FY 2022

The Federal Office of Management and Budget requires prime recipients of Federal funds to monitor sub-awards to subrecipients for compliance with the requirements of Uniform Guidance, *Audits of Institutions of Higher Education and Other Nonprofit Institutions*. **WSU is extending this policy to subrecipients of non-federal funds subcontracted as well**. We are requesting certification that your organization is in compliance with the Uniform Guidance. Accordingly, please check the appropriate box below and return with a copy of your audit, if required.

_	Our Single Audit has been completed. We certify that for the period of	to	, 2022 there
	were no material weaknesses, instances of material non-compliances or finding Washington State University for this period and no corrective actions were require a copy of the report.	s related to any su ired; therefore, we	Ib-awards with

Our Single Audit for the period \_\_\_\_\_\_ to \_\_\_\_\_ included exceptions. A copy of the audit report, including the exceptions and our responses, is enclosed.

✓ Our Single Audit report is not yet complete. We expect that the report and institutional response (if necessary) will be completed by \_\_\_\_\_\_October 31, 2023 \_\_\_\_\_. Upon completion, we will provide written notification and, if material findings are reported, a copy of our audit report along with a corrective action plan.

We are not subject to the audit requirements of the Uniform Guidance because we expended less than \$ 750,000 in federal funds during the related fiscal year. (Please complete page 2.)

\_\_\_ Other -- We are not subject to the Single Audit requirements because: (Please complete page 2.)

Our organization is for profit (fill in page 2).

I certify that the above-marked information accurately represents the organization of which I am a representative. Furthermore, I hereby certify that all relevant materials findings in the audit report, if completed, have been disclosed.

Signature: Graham Gowing	_ Title:	Chief Deputy A	Auditor		Date:	5/30/2023
Name: Graham Gowing	_ Phone	360-740-2668	Email:	Graham	Gowi	ng@lewiscountywa.gov
Organization Name: Lewis County	221			1		
Address: 351 NW North St.	-					
City/State/Zip Code: : Chehalis, WA 98	8532		_			

Website address of audit report or financial statements: WWW.Sao.wa.gov

For Uniform	Guidance exempt en	tities, please complete the following:	
-------------	--------------------	--	--

We are certifying that, for the fiscal year ending <u>, 2022 (fill in date)</u>, we have annual financial statements that have been reviewed or audited by an independent audit firm and the financial statements received an unqualified opinion from our independent certified public accountants.

- Does your organization have a financial management system that provides records that can identify the source and application of funds for award-supported activities (Reference FAR 52.216-7)? \_\_\_\_Yes \_\_\_\_No
- 2. Does your organization's financial management system provide for the control and accountability of project funds, property and other assets? \_\_\_\_\_Yes \_\_\_\_No
- 3. Does your organization's procurement system allow for free and open competition and eliminate or reduce conflict of interest in the procurement process? \_\_\_Yes \_\_\_No

In lieu of an Uniform Guidance audit, we enclose the following for your records:

An audited financial statement An independent auditor's manageme Other:	
Other	
Signature:	Date:
Name;	Title:
E-mail Address:	Phone #:
Sub-recipient's Organization Name:	
Address:	
Website address of audit report or financial	statements:

# Attachment 2: Lewis County Reimbursement Form

# **CLAIM FOR PERSONAL EXPENSES**

LEWIS COUNTY, WASHINGTON

WARRANT NO.

VOUCHER NO.

LAST PAYMENT NO.

Vendor ID

For Month Of

VENDOR NAME AND ADDRESS				

ISSUING ORGANIZATION (NAME)			
Fund:			
Dept:			
Prog:			
0.			

INVOICE	INVOICE		ACCOUNT DISTRIBUTION					AMOUNT	
NUMBER	DATE	DESCRIPTION	FUND #	DEPT #	PROG #	PROJ #	BARS #	DETAIL	DUE
		MILES at(rate)						43.00	
		HOTEL ROOMS						43.00	
		MEALS						43.00	
		POSTAGE						42.01	
		TELEPHONE						42.02	
		OTHER EXPENDITURES (DETAILED) AS PER RECE PLEASE LIST: ITEM(S), PURPOSE, PURCHASED FRO							
		•							

If required, please attach completed Out of County Travel Request Form and related travel documentation.

TOTAL

#### **INSTRUCTIONS - READ AND FOLLOW**

This voucher is for personal reimbursement of expenses incurred. Traveling expenses should be shown in detail on reverse hereof for the month stated above. Other expenses should be detailed on the face of the voucher in the space provided. This claim will not be allowed unless all information called for on the reverse side of this voucher is shown in detail and any required receipts are attached. Please note: for travel costs, the Invoice Date is the last day of travel and the Invoice Number is month of travel (written as the first three letters of the month, space, last two digits of the year).

Please be sure to sign the personal certification below. SEE REVERSE SIDE

PERSONAL CERTIFICATION         I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof.         SIGNED		DEPARTMENT CERTIFICATION           I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligation against the County of Lewis, and that I am authorized to certify to said clain           SIGNED		
	AUDITOR'S U	JSE ONLY:		
CHECKED:	DATE	NOTES:		
REVIEWED:	DATE			
	DATE			

# Attachment 3: Blank W9 Form

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
on page 3.	<ul> <li>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of following seven boxes.</li> <li>Individual/sole proprietor or C Corporation S Corporation Partnership Trust/esta single-member LLC</li> </ul>	certain entities, not individuals; see instructions on page 3): e
rint or type. Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	is code (if any)
р Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner. ○ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's na	me and address (optional)
S	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t Taxpayer Identification Number (TIN)	

	· · · ·			
Enter your TIN in the appropriate box. Th	Social security number			
resident alien, sole proprietor, or disrega	is generally your social security number (SS rded entity, see the instructions for Part I, la number (EIN). If you do not have a number,	ter. For other		
TIN, later.		-	or	
Note: If the account is in more than one	name, see the instructions for line 1. Also se	ee What Name and	Employer identification number	
Number To Give the Requester for guide	lines on whose number to enter.			

#### Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of	
Here	U.S. person >	

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

# **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

# **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities

#### 5-A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7-\!\mathrm{A}$  futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

 $12\!-\!A$  middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt
	for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K–A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov.* You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
<ol> <li>Two or more individuals (joint account) other than an account maintained by an FFI</li> </ol>	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
<ol> <li>Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))</li> </ol>	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft. The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Attachment 4: Lewis County Procurement Policy



# LEWIS COUNTY PROCUREMENT POLICY

Effective August 1, 2023

# Lewis County Procurement Policy

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# 1. PURPOSE

The Procurement Policy establishes the authority and responsibility of Offices and Departments in the Procurement process and ensures compliance with state and federal law. In addition, it:

- Provides fair and equitable treatment for those interested in bidding on County contracts or otherwise providing goods and services.
- Helps guard against fraud and favoritism when awarding County contracts or purchasing goods and services.
- Advances the goal that County contracts are performed satisfactorily, efficiently and at the lowest cost to the public.
- Ensures purchasing practices maximize the value received when spending public funds, while providing transparency.
- Achieves uniformity and efficiency among Offices and Departments in the Procurement processes.
- Promotes the acquisition of good and services with respect to human rights and ethical behavior.

# 2.SCOPE

Unless exempted in section 5, this manual applies to:

- Purchasing any good or service by the County
- Leasing real or personal property by the County
- Contracts for public works projects

It is intended for all Elected Officials, departments, employees, and agents of the County to read, understand, and comply with this manual, except where otherwise governed by federal or state law. Offices and Departments may develop their own, internal policies which may be more detailed or more stringent than the minimum County requirements listed in this manual. Elected Officials, Directors, and employees who violate federal or state laws and regulations regarding contracting and purchasing are subject to RCW 39.30.020. Directors and employees who violate this manual may be disciplined, up to and including termination.

Nothing in this manual shall prevent the County from complying with the terms and conditions of any grant, gift, or bequest which is otherwise consistent with law, provided the grant, gift, or bequest does not obligate another Office or Department to incur unanticipated expenses without its approval.

# 3. CODE OF ETHICS

All Elected Officials, employees, and agents of the County should conduct themselves in a manner that is in the best interest of Lewis County and maintains the public's confidence in the County's integrity. A perception that public officials are using the procurement system to reward themselves, their friends, or supporters, compromises the Public's confidence in government. Elected Officials, employees, and agents may not participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest.

Guidelines for employee conduct can be found in the Lewis County Employee Handbook. County employees must report suspected violations of this policy to their Elected Official or Director, in consultation with the Auditor's Office.

# 4. APPROVAL, SIGNATURE AUTHORITY, CONTRACTS, AND CHANGE ORDERS

# 4.1 Approval and signature authority

Directors, Administrators, or designee of each County department under authority of the Board of County Commissioners (BOCC) shall possess authority to execute and bind Lewis County to procurement contracts, amendments, and change orders that total or create a cumulative project total of less than \$50,000. Procurement contracts in excess of \$50,000 must be ratified by the BOCC via resolution.

Directors, Administrators, or designee may sign procurement contracts, amendments, and change orders that total or create a cumulative project total of \$50,000 to \$350,000, provided that the contract or amendment is approved by the BOCC via resolution.

Subsequent change orders or amendments to procurement contracts, originally approved by a Director, must receive BOCC approval via resolution before entering into agreements that exceed \$350,000 or increase the cumulative total to more than \$350,000.

Directors or Administrators may delegate the approval and signing authority to employees under their supervision by memorandum defining the scope and duration of the designation. The memorandum shall be available for review upon request.

Directors or Administrators shall keep a copy and record of the contracts they have executed, including contract subject matter, amount, term and contractor and provide such information to the BOCC upon request.

# 4.2 Contracts

All offices and departments must use a written contract for purchases of services over \$10,000. All written contracts may be submitted to the Prosecuting Attorney for review.

# 5. GENERAL PROCUREMENT

All Offices and Departments must use the Total Cost of Acquisition (TCA), as defined in this policy, to determine the dollar thresholds for procurement requirements. TCA includes the sales price, sales or use tax, freight or shipping charges, installation or set up charges, security deposits, and any other charges applicable to the acquisition.

All bids and Request for Proposals must be submitted through OpenGov procurement software.

5.1 Purchase of goods, equipment, supplies, or materials not connected with a public works project

# Purchases under \$10,000 – Informal Competition

An office or department may authorize purchases of goods of less than \$10,000 without competitive bidding or quotes from a vendor list. It is recommended that purchases are made after obtaining three

verbal or written quotes to verify the best purchase price. As a best practice, documentation to support purchase decisions should be retained to demonstrate that efforts were made to reduce costs.

# Purchases \$10,000 - \$50,000 - Quotes from Vendor List

RCW 36.32.245(3) provides a competitive bid process exception for purchases between \$10,000 and \$50,000. Formal competitive bidding is not required. Offices and Departments must obtain quotes from the Vendor List. Lewis County uses the Municipal Research and Services Center (MRSC) Vendor List. Prior to soliciting quotes, offices and departments should verify the vendor is on the MRSC Vendor List.

RCW 39.04.190 provides a uniform process to award contracts for the purchase of any materials, equipment, and supplies. Offices and Departments are authorized to use this process in lieu of the requirements for formal competitive bidding. To make a purchase using the vendor list, secure quotes from at least three of the vendors on the list, if possible, and award the contract to the lowest responsible bidder. The bid quotations obtained must be recorded, open to public inspection, and available for inquiries.

RCW 39.04.200 requires the County to post a list of contracts awarded using the Vendor List, including the date, the name of the contractor, the amount of the contract, a brief description of the items purchased, and the location where the bid quotations for these contracts are available for public inspection. The awarded contract list must be posted at least once every two months.

# Purchases over \$50,000 - Competitive Bidding

RCW 36.32.245 requires a formal, competitive process, such as Competitive Sealed Bids and Request for Proposal (RFP), for purchases that exceed \$50,000. Competitive Sealed Bids are used when the price is the sole factor for selecting the award. Bids are final and amounts may not be negotiated. A Request for Proposal is used when the specifications cannot be developed precise enough to make a selection solely based on price. Both the specifications of the proposed goods, and the price are subject to negotiation and the award is made to the proposal that is most advantageous to the government considering price and the other evaluation criteria.

# 5.2 Personal and Purchased Services

State law does not require any thresholds or processes for personal or purchased services contracting. Certain services, other than personal or purchased, are subject to competitive procurement requirements.

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

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

If federal funding is used, federal procurement requirements must be followed, see section 7.

This section applies to contracts for personal and purchased services, not public works. Distinguishing between services and public works is important, as acquiring services does not require bids, whereas contracting for public works may.

## 5.3 Public works

Public works contracts which are less than \$50,000 may use the limited public works process as outlined in RCW 39.04.155(3) which requires a minimum of three electronic or written quotations from the appropriate small works roster.

Public works contracts between \$50,000 and \$250,000 may use the small works roster process as referenced in RCW 39.04.155(2)(c) which requires a minimum of five quotations.

Public works contracts between \$250,000 and \$350,000 may use the small works roster process as referenced in RCW 39.04.155(2)(c) which requires a minimum of five quotations and notice to the remaining contractors on the appropriate small works roster that quotations on the work are being sought.

Public works contracts over \$350,000 are required to use the competitive sealed bid process as referenced in RCW 36.32.250.

Lewis County participates in the MRSC Roster service. County offices and departments shall use the small works roster maintained by MRSC for all quotations.

# 5.4 Electronic data processing or telecommunications equipment, software, or services

The County may acquire electronic data processing or telecommunication equipment, software, or services using the guidelines in sections 5.1 and 5.2 or by competitive negotiation as referenced in RCW 39.04.270. Electronic data processing or telecommunications equipment, software, or services includes computer hardware, custom or off-the-shelf software, telephone, voice, Internet, data, video, and audio systems.

Competitive negotiation requires a request for proposals (RFP) which must be published in a newspaper of general circulation at least 13 days before the submission deadline. The RFP must be submitted to an adequate number of qualified sources to permit reasonable competition. The RFP must identify significant evaluation factors, including price, and their relative importance.

Reasonable procedures must be documented for technical evaluation of the proposals, identification of qualified sources, and the selection process for awarding the contract. The contract must be awarded to the qualified bidder whose proposal is "most advantageous" to the County with price and other factors considered. It does not necessarily have to be awarded to the lowest responsible bidder, depending on the other non-price factors.

All purchases of electronic data processing or telecommunications equipment, software, and services should be completed by the IT department. If it is determined IT will not complete the procurement, they shall be informed for consulting, security review, and tracking purposes.

# 5.5 Architecture, engineering, landscape architecture, or surveying services

For architecture, landscape architecture, engineering, and surveying services, the County must follow the qualifications-based selection (QBS) process outlined in Chapter 39.80 RCW. The QBS process awards contracts primarily based on qualifications, rather than cost. QBS is required for all contract amounts.

## 5.6 Prevailing wage requirements

The County shall follow Washington prevailing wage requirements for public works and public building service maintenance contracts, pursuant to Chapter 39.12 RCW. All public works performed by contract are subject to the prevailing wage laws, including:

- Public building service maintenance contracts, such as janitorial contracts covering janitors, waxers, shampooers and window cleaners (addressed by RCW 39.12.020 and WAC 296-127-023)
- Private construction performed under a contract for rental, lease or purchase by the local government (addressed by RCW 39.04.260)

Some purchased services may be subject to prevailing wage requirements. Contact Department of Labor and Industries to determine if prevailing wage applies.

# 6. EXEMPTIONS FROM BIDDING AND COMPETITIVE SOLICITATION

# 6.1 Intergovernmental purchase

The County recognizes that using bid processes and contracts awarded by another public agency can achieve efficiency and greater volume discounts. The County encourages the use of these opportunities in accordance with the provisions of RCW 39.34.030, provided the original public agency that awarded the bid, proposal, or contract complied with its own statutory procurement requirements. The use of another public agency's active contract is also known as "piggybacking".

RCW 39.04.080 requires any intergovernmental purchase to be authorized by the BOCC. Such agreements must be approved by resolution.

Offices and Departments may search for such opportunities, including but not limited to State of Washington contracts, U.S. Community contracts, and contracts offered by other municipal corporations within the State of Washington which conform with Chapter 39.34 RCW. Purchases of supplies, materials, and equipment from federal contracts are authorized by RCW 39.32.090.

# 6.2 Emergency purchase

RCW 39.04.280 provides uniform exemptions for emergency purchases and public works projects. Any contract for which a competitive process is waived must be an explicit necessity and directly related to the emergency.

"Emergency" as defined in RCW 39.04.280(3) means any unforeseen circumstances beyond the control of the municipality that either present a real, immediate danger to the proper performance of essential functions, or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. This includes declared federal or state disasters, as well as local agency-declared emergencies.

If an emergency exists, the BOCC may declare that an emergency exists, waive competitive bidding requirements, and award all necessary contracts to address the emergency. If a federal or state

emergency has been declared, the BOCC should pass a resolution acknowledging the declaration and invoking RCW 39.04.280 as well.

If an emergency contract is awarded without competitive bidding, the BOCC must enter a written finding of an emergency into the public record no later than two weeks following the contract award.

# 6.3 Sole source purchase

RCW 39.04.280(1)(a) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier. These situations often arise when an agency has specific technological requirements. There should be careful deliberation before going to a sole source since this type of purchase eliminates competition. These decisions should be based on an objective review of the required product or service, making sure to document why that particular product or service is mandatory and whether efforts were made to find other vendors.

See Appendix C for the Sole Source Justification form.

# 6.4 Other exemptions

RCW 35.21.278 Contracts with community service organizations for park improvements or maintenance RCW 36.32.245 Legal and public defender services RCW 36.32.245 Election materials and ballots RCW 36.32.265 Water pollution control facilities/services and solid waste handling facilities services RCW 39.04.280 Special facilities or market conditions RCW 39.04.280 Purchase of Insurance or Bonds RCW 39.26.125 Expert witnesses for legal proceedings RCW 39.30.045 Auctions RCW 39.33.050 Purchases of public mass transportation system services

# 7. FEDERALLY FUNDED PURCHASES

For any procurement transaction using federal funds, both state and federal competitive requirements must be followed, using the most stringent standards of the two. The County must follow the Uniform Guidance procurement standards in 2 CFR §200.318-200.327 (except where explicitly excluded by the federal agency) and any additional requirements imposed by the federal agency or pass-through entity. It is recommended that Offices and Departments confirm applicable procurement requirements with the granting agency.

Federal regulations stipulate the following thresholds and methods for procuring purchases:

**Micro-purchase procedures:** Micro-purchase procedures shall be used for federally funded procurement of \$10,000 or less. This procedure allows contracting for purchases without soliciting or obtaining rate quotations if the price is considered reasonable based on research, experience, purchase history or other information. The process for determining a reasonable price should be documented and retained. Micro-purchases should be distributed equitably among qualified suppliers, to the maximum extent practicable.

**Small purchase procedures:** Small purchase procedures shall be used for federally funded procurement under \$250,000. This procedure requires price or rate quotations from an adequate number of qualified

sources. Offices and departments shall obtain more than one quotation. The quotations must be documented and retained.

**Formal procurement procedures:** Formal procurement procedures shall be used for federally funded procurement at or above \$250,000. This procedure requires a cost or price analysis as outlined in 2 CFR §200.324. Uniform guidance allows two formal solicitation methods; sealed bids or competitive proposals.

Sealed bids are a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Further requirements for sealed bids are outlined in 2 CFR §200.320(b)(1).

Competitive proposals are a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. Further requirements for competitive proposals are outlined in 2 CFR §200.320(b)(2).

**Noncompetitive procurement:** 2 CFR §200.320(c) specifies circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if the purchase qualifies as sole source, public exigency or emergency, approval from a federal agency or pass-through agency, and situations where competition is deemed inadequate after soliciting a number of sources.

County offices and departments must not make awards or payments 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 where federal funds will be distributed, debarment and suspension should be checked and documented. Documentation should be kept within the grant file.

# 8. LEASES

A lease of personal (or real) property with an option to purchase may require competitive bids, depending on the type of property involved and its cost. The cost is the total value of the item to be leased, not the yearly lease payment. General procurement requirements must be followed based on the value of the leased asset, see section 5. A lease of property without an option to purchase does not require a call for bids.

# 9. DEFINITIONS

<u>Award</u> - The formal decision to accept a bid or proposal.

<u>Bid</u> - An offer to perform a contract for work and labor or supplying materials at a specified price.

<u>Competitive Sealed Bid</u> - A method of selecting the lowest responsive and responsible bidder for a specific project. Written bids are submitted by contractors based on plans and specifications in theCall for Sealed Bids. No negotiation with bidders is permitted.

<u>Contract</u> - A mutually binding legal relationship obligating the seller to furnish product, materials, or services and the buyer to pay for them. To be enforceable, a contract must contain five essential elements: an offer and acceptance of the offer, consideration, legal subject matter, competent parties, and essential terms and conditions.

<u>Emergency Purchases</u> – Purchases for any unforeseen circumstances beyond the control of the municipality that either present a real, immediate danger to the proper performance of essential functions, or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Emergencies can be declared by the BOCC or other lawful authority as soon as practicable.

<u>Grant</u> - A financial award given by a federal, state, or local government authority for a beneficial project. The County may be the donor (grantor) or the recipient (grantee).

<u>Intergovernmental purchase</u> - Use of another public agency's active contract for purchases of products, services, or public works, a process also known as "piggybacking."

<u>Limited Public Works Process</u> – RCW 39.04.155(3) Provides uniform small works roster provisions to award contracts for work, construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by the County. These provisions may be used in lieu of other procedures to award public works contracts with an estimated cost of less than \$50,000.

<u>Municipal Research and Services Center (MRSC)</u> - A nonprofit organization that helps local governments across Washington State better serve their communities by providing legal and policy guidance on any topic.

<u>Ordinary Maintenance</u> - Includes work to maintain an asset that is performed on a regular basis by County employees (i.e.weekly, monthly, or annually).

<u>Personal Services</u> - Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture, engineering, landscape architecture, or surveying services.

<u>Prevailing Wage</u> – The hourly wages, overtime pay, and usual benefits paid to the majority of workers in a particular trade or occupation. The rates vary by county and type of labor, and they are determined and enforced by the Department of Labor and Industries (L&I).

<u>Public Building Service Maintenance Contracts</u> - Janitorial service contracts on public buildings and/or assets and cover only work performed by janitors, waxers, shampooers, and window cleaners pursuant to WAC 296.127.01308.

<u>Public Works</u> - All work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the County or of any municipality, or which is by law a lien or charge on any property therein. Public works projects include road construction, roof repair, HVAC upgrades, building remodeling, or parking meter installation.

<u>Public Works Contract</u> - A contract in writing for the execution of public works for a fixed or determinable amount awarded per procedures required by state law, pursuant to RCW 39.04.010.

<u>Purchased Services</u> - Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

<u>Request for Proposal (RFP)</u> - A Request for Proposals (RFP) is a formal solicitation issued to potential vendors or service providers. An RFP outlines the specific needs, requirements, and objectives for a particular project or service and invites interested parties to submit their proposals or bids.

<u>Responsible Bidder</u> – A bidder with the capability and reliability as well as documented financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

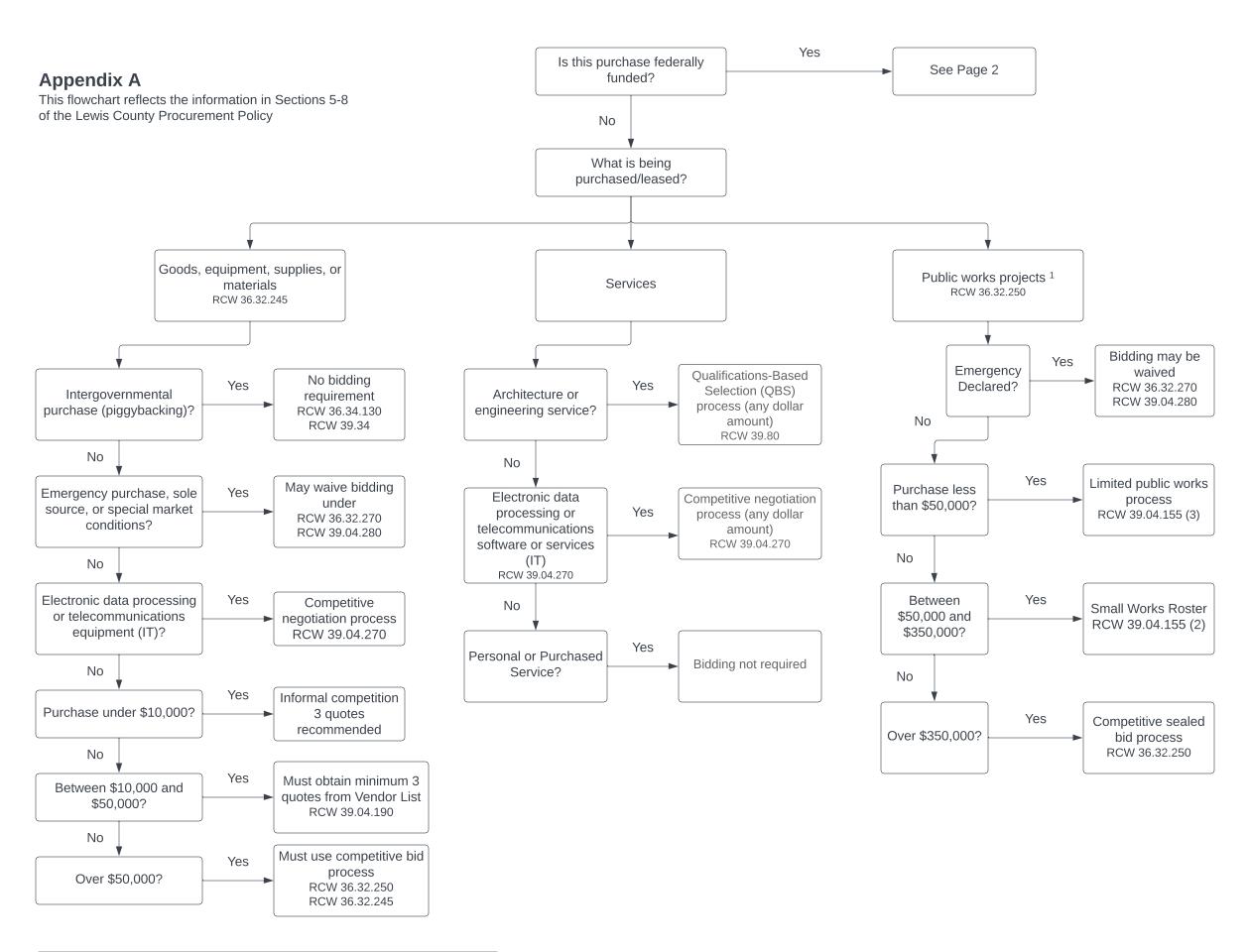
<u>Responsive Bidder</u> - A bid response that is consistent with the specifications and fully conforms to the mandatory submittal requirements.

<u>Small Works Roster</u> – A list of pre-qualified contractors used for the purpose of obtaining quotations and awarding contracts for public works with a cost of \$350,000 or less (RCW 39.04.155).

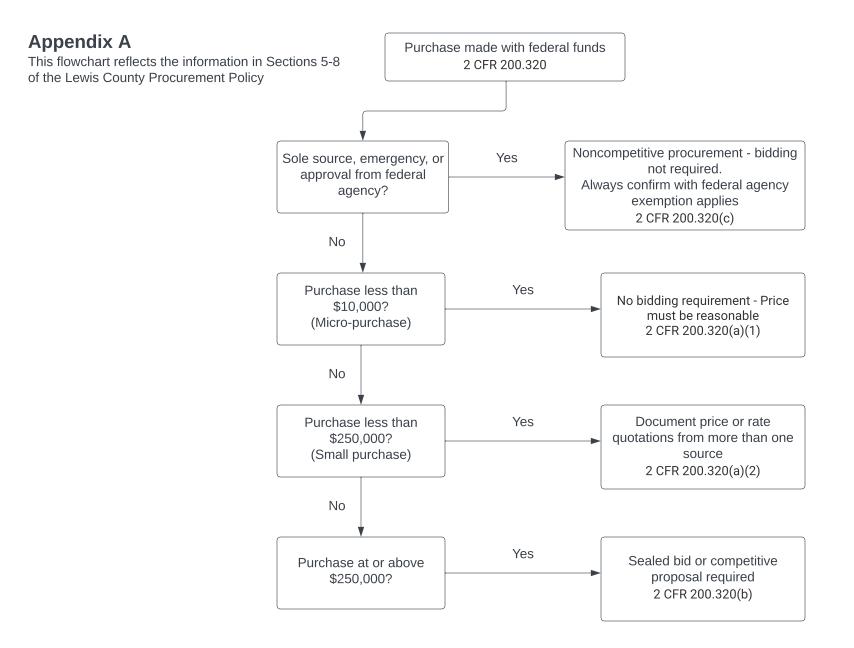
<u>Total Cost of Acquisition (TCA)</u> - The total of sales price, sales or use tax, freight or shipping charges, installation or set up charges, security deposits, and any other charges applicable to the acquisition. Interest to be paid over the term of the contract and bargain purchase option amounts shall be included, where applicable, for leases and installation purchases.

<u>Vendor</u> - A potential provider of goods and/or services.

<u>Vendor List</u> - A list maintained by MRSC of vendors interested in providing goods andservices to the County.



1) "Public work" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the County RCW 39.04.010



# Lewis County REQUEST FOR QUOTATION \*\*\*Not An Order\*\*\*

Lewis County is requesting quotations for the following item(s). This quote must be received back by to be considered. If you have any questions regarding this quote, please see the contact information below.

Vendor Name:	Contact Person:
Vendor Address:	Telephone Number:

Item #	Description	Quantity	Unit Price	Total per Item
PRICES QUOTE	D ARE FIRM FOR Days.		Sub Total:	
			Freight*	
	Sales Tax %:		Sales Tax:	
			TOTAL:	
SIGNATURE OF	COMPANY REP.:			DATE:
Delivery Site:				
Comments:				
Payment Terms	:			

Attention:	Fax:	
Email Address:	Phone:	

\*Prices Quoted are to be freight included or firm freight amount is to be listed.

Return Quote Form to:

# Lewis County—Sole Source Justification Form was completed by:

Name	Title	Department	
Requested Vendor:		Cost Estimate:	
Vendor's Address:		Vendor Phone:	_
Vendor Email		Vendor Contact	
Address/Website:		Name:	

- 1. Describe the product, service, or system. Attach all information:
- 2. Below are eligible reasons for sole source. Check all boxes below that apply to your sole source situation and attach any useful documents to justify the sole source. Space is available on page 2 to describe the applicable reasons:
- Compatibility to existing County standard or to existing equipment, inventory, systems, data, programs, or service: Describe. List efforts to find other sources.
- Licensed or patented product with only one dealer: Describe. Attach documentation if available, to confirm your source is the only dealer or supplier for this region.
- Only authorized Service Provider, Repair and/or Warranty Services: Describe.
- Unique design: Purchase requires unique features that are essential to its design and specific to a particular supplier. Describe.
- Used item: Surplus item bought through an auction or distributor that would represent good value and is advantageous to the County. Describe.
- Delivery Date: Only one supplier can meet required delivery date. Describe and list efforts to find other suppliers to meet the delivery date.
- Project or Research Continuity: Product, systems, services, or data must comply with an ongoing project, research, data, testing or analysis. Results would be interrupted or compromised without continuity. Describe.
- **Other:** Please describe:

Provide a description of the Sole Source reasons checked on page 1:

#### STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the County. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Elected Official, Director, or Administrator

Date

Please complete this form in its entirety and include with the payment voucher requesting payment to the vendor. Please retain a copy for your records.