

SOUTH SOUND 911
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

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THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 SUBMITTAL OF PROPOSAL

Proposals delivered in person or by delivery service (e.g., United States Postal Service, FedEx, UPS, etc.) must be received by South Sound 911's Budget and Finance Department, 955 Tacoma Avenue South, Suite 102, Tacoma, WA 98402, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. South Sound 911 offices are not open for special mail or other deliveries on weekends and South Sound 911 holidays.

The Respondent is solely responsible for timely delivery of its submittal to South Sound 911's Budget and Finance Department.

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any South Sound 911 fax machine.

Submittals received after the date and time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, South Sound 911's Budget and Finance Department may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>.

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to South Sound 911's Budget and Finance Department. The notice may be submitted in person or by mail; however, it must be received by South Sound 911's Budget and Finance Department prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to South Sound 911 in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be opened, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by South Sound 911 for a period of at least 60 calendar days from the date of opening; refer to the general information section for requirements for this submittal.

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1.05 RIGHT TO REJECT

South Sound 911 reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new bids/proposals.

A. Solicitations (RFP/RFB/RFQ/RFI)

By submitting a proposal in response to a South Sound 911 solicitation, the Respondent acknowledges and consents to the following South Sound 911 rights and conditions. South Sound 911 reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this procurement process:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the solicitation specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the solicitation specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting South Sound 911's evaluation of submittals provided in response to the solicitation specifications. South Sound 911 may, in its sole and exclusive discretion as to what is in South Sound 911's best interest, elect not to conduct interviews of any or all respondents in connection with this solicitation process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another Respondent, except as otherwise required in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of South Sound 911 and is most responsive, in the sole judgment of South Sound 911, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in South Sound 911's best interests.
12. In the event South Sound 911 receives questions concerning solicitation specifications from one or more Respondents prior to the deadline for response,

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South Sound 911 reserves the right to provide such questions, and South Sound 911's responses, if any, to all Respondents.

13. Neither South Sound 911, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

South Sound 911 reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of South Sound 911 to accept. South Sound 911 may use a number of criteria for determining award, including evaluation factors set forth in RCW 39.04.350. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in RCW 39.04.350, the following may be used by South Sound 911 in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable South Sound 911 requirements, including but not limited to Chap. 42.52 RCW Ethics in Public Service
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with Chap. 42.52 RCW.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, South Sound 911, may be considered in determining the award of the contract. The final award decision will be based on the best interests of South Sound 911.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF SOUTH SOUND 911 FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

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South Sound 911 forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

South Sound 911 reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the South Sound 911 staff person identified as the contact for this Specification. All requests for interpretation must be received by South Sound 911 no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the website designated in the specification. Such addendum must be acknowledged in the submittal. South Sound 911 will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the submittal. South Sound 911 cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by South Sound 911 as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

SOUTH SOUND 911 observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September

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Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for South Sound 911.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, and local taxes shall be included in the submittal as indicated below. The total cost to South Sound 911, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

South Sound 911 is exempt from federal excise tax. South Sound 911 will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

South Sound 911 is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state and local sales tax as a separate line item(s) in the submittal.

C. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to South Sound 911 prior to contract award when required. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.bls.dor.wa.gov/> or <http://www.dol.wa.gov/business/>

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material and shall submit a redacted response, clearly marked on the cover page as a redacted copy, in addition to the original and copies of the response otherwise required. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

If a request is made for disclosure of such identified documents or portions thereof, South Sound 911 will determine whether the material is exempt from public disclosure. If, in South Sound 911's opinion, the material is subject to disclosure, South Sound 911

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will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. South Sound 911 will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify South Sound 911 against same. If the Respondent fails or neglects to take such action within said period, South Sound 911 will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against South Sound 911 on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

South Sound 911 ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, or national origin in the provision of benefits and services resulting from its federally assisted programs and activities.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the State of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of South Sound 911 purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashier's check or bid bond, if any, shall be forfeited.

1.23 AWARD

South Sound 911 reserves the right to award contracts for any or all items to one or more respondents in the best interests of South Sound 911.

1.24 FINAL AWARD DETERMINATION

The South Sound 911 Policy Board, for awards of \$50,000 and higher, shall be the final judge as to which submittal(s) is the lowest and best responsible, and best meets the interest of South Sound 911 to accept. The Executive Director of South Sound 911 makes the determination for awards of less than \$50,000.

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