



RFP #P11092

Inmate Phone, Video Visitation and Visitation Administration Project

APPENDIX B GENERAL CONDITIONS

FUNDS: All money or dollar amounts referred to in the bid documents will be understood to mean US funds unless otherwise stated.

NON-DISCRIMINATION: The Board hereby notifies all Firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

CANCELLATION OF AWARD: Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by both Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Spokane County reserves the right to limit the period of negotiation to thirty (30) days after which time funds may be de-obligated.

CONTRACT: An Agreement for services of the RFP will be negotiated utilizing a Scope of Work (SOW) and fee prepared by the most advantageous Contractor. If an Agreement cannot be reached with the selected Contractor, the next "most advantageous" Contractor will be contacted for contract negotiation. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract executed by the parties

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

Contract Administration: The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement.

COUNTY: For the purposes of this Agreement the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:

TABLE – ASSIGNED REPRESENTATIVES OF THE PARTIES	
<p><u>COUNTY CONTRACT ADMINISTRATOR</u> John McGrath, Director Spokane County Detention Services 1100 W Mallon Ave., Spokane, WA 99260 Phone: (509) 477-2337, Fax: (509) 477-6430 Email: jmcgrath@spokanecounty.org</p>	<p><u>COUNTY CONTRACT FACILITATOR</u> Victor Leamer, Senior Buyer Spokane County Purchasing Department 1211 W. Gardner Avenue Spokane, WA 99260 Phone: (509) 477-3693, Fax: (509) 477-6627 Email: vleamer@spokanecounty.org</p>
<p><u>COUNTY PROJECT MANAGER</u> Ken Mohr, Project Manager Spokane County Information Technology 1208 West Broadway Ave., Spokane, WA 99260 Phone: (509) 477-4126; Fax (509) 477-4705 Email: kmohr@spokanecount.org</p>	<p><u>CONTRACTOR PROJECT MANAGER</u> (Contractor name) (Contractor Representative) (Contractor Address) Phone:; ? Fax: ? Email:</p>

“County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. The Contract Administrator’s responsibilities on behalf of the County include: (a) performance of all the duties and responsibilities set forth in this Agreement; (b) the duties and responsibilities listed for the County Project Manager, if not otherwise delegated by being named in that role as identified on page 1 of this Agreement; (c) serving as the primary point of contact in the day to day interaction with the Contractor; (d) monitoring, reviewing and determining the acceptability of the Contractor’s accomplishment of the scope of work under this Agreement; (e) the certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under this Agreement; (f) working out Contractor performance schedules; (g) causing or initiating changes or modifications to this Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (h) performance of all other contract administration responsibilities as set forth in the County’s solicitation document; and (i) **Except for (e) and (h)** the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.

“County Project Manager” (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator, he/she shall be designated by the County Contract Administrator by being identified to perform that role on page 1 of this Agreement. The County Project Manager’s delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, **except items (e) and (h)**; and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project. For all On-Campus locations, the Facilities Director (or his/her designee) shall perform the duties and responsibilities of the County Project Manager. For Off-Campus locations, the

County Project Manager's duties and responsibilities shall be performed by the County Contract Administrator unless the County Contract Administrator, together with the prior mutual written consent of the County Facilities Director, has delegated the duties and responsibilities of the County Project Manager to the Facilities Director (or his/her designee).

"County Contract Facilitator" is the Buyer in the Spokane County Purchasing Department assigned by the Purchasing Director and identified to perform this role on page 1 of this Agreement. The Contract Facilitator's responsibilities are ministerial in nature and include the following -- each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

Contractor: For the purposes of this Agreement the Contractor Project Manager is identified on page 1 of the Agreement as the Contractor's representative for the purpose of administering the provisions of this Agreement. The Contractor shall notify the County in writing of a change in its designee.

The Contractor's Project Manager shall be responsible for ensuring that the deliverables as set forth in this Agreement are furnished by the Contractor.

The Contractor Project Management functions include the provision of contract phase expertise such as: coordination of all contract activities and the responsibility to see to the successful completion of the project in compliance with the design documents at -- or under -- the cost budget and within the agreed timeframe or schedule. The successful completion of a project will depend -- in part -- on overcoming construction obstacles, avoiding construction delays, assuring compliance with the project specifications, verification of the accuracy of contractor progress payment and/or invoice requests, and closely managing "scope creep".

TERMINATION: The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

Cancellation for Convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

Cancellation with Cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this Agreement.

TERMINATION WITHOUT CAUSE: Notwithstanding any other provisions contained herein, the

County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

LAWS, ORDINANCES, PERMITS, and LICENSES: The Contractor must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing on the services to be provided under the terms of this Agreement. The Contractor is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Those items requiring the County to obtain or assist will be at the sole expense of the Contractor.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

KEY EMPLOYEES: It is expected that the Project Manager and other key employee(s) upon which the respondent based its qualifications to perform the work of the RFP will be the ones who perform the services on behalf of the respondent. Substitution of the project manager or key employees will require the express written permission of Spokane County. Spokane County may, however, require the removal of any employee and the respondent shall replace such employee upon demand by the County.

INSURANCE: The Contractor will be required to carry, for the duration of any contract resulting from this RFP, the insurance types and amounts as set forth in the Insurance Requirements Appendix D.

PROTESTS: PROTEST PROCEDURE: This procedure is available to Contractors who submitted a response to this solicitation document. When the County receives a written protest from a respondent to the RFP the County will not execute a contract for the work with anyone other than the protesting respondent without first providing at least two full County business days' written notice of the County's intent to execute a contract for the work; provided that the protesting respondent submits notice in writing of its protest no later than two full business days following the due date and time to receive responses. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing and be signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the Director of Purchasing, C/O the Spokane County Purchasing Department, 1211 W. Gardner Ave., Spokane, WA 99260 and reference RFP number P11092" and title "Consulting Services Spokane County Regional Wastewater Reclamation Facility NPDES Influent & Effluent Toxicity Sampling".

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Department's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Director of Purchasing. The Director of Purchasing or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor which submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the Director of Purchasing.

The final determination of the protest shall:

- Find the protest lacking in merit; or
- Find only technical or harmless errors in the acquisition process and determine the process to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If it is determined that the protest is without merit, the County will make award to the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

COPYRIGHTS: The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a contractor purchases ownership with funds received from any contract resulting from this RFP.

DEBARRED OR SUSPENDED PARTY: The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

In addition, the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

SUBCONTRACTING: No activities or services included as part of this proposal may be subcontracted to another organization, Firm, or individual without the approval of the County. Such intent to subcontract should be clearly identified where call for in the proposal. It is understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

PRICE DETERMINATION: The prospective Contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

USE OF PROCESS: The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

LIMITATIONS: This RFP does not commit Spokane County to award a contract, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

EXPENSES: This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP shall born solely by the responding Firm.