

PEND OREILLE CONSERVATION DISTRICT

General Terms and Conditions of Contract

INDEPENDENT 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 proposals.

ADMINISTRATIVE REQUIREMENTS

Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

OWNERSHIP OF MATERIALS

ALL proposals submitted become the property of Pend Oreille Conservation District (POCD). It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. POCD has the right to reject or accept proprietary information.

AUTHORSHIP

Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD

POCD reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make 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, POCD reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY

Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST

All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of POCD or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES

Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD

The contract award will not be final until POCD and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the basic provisions, special terms, project description, and budget terms. POCD is not responsible for any costs incurred prior to the effective date of the contract. POCD reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES

POCD encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to the Pend Oreille Conservation District, PO Box 465, Newport WA 99156.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

It is the policy of POCD to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. POCD is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all district services. Employment decisions are made without consideration of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, or sexual orientation. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM

POCD supports an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment.

INTERLOCAL AGREEMENT

POCD has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP.

LIMITATION

This RFP does not commit POCD to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS

A proposal received after the date and time indicated will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS

An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location.

OTHER AUDIT/MONITORING REQUIREMENTS

In addition, auditing or monitoring for the following purposes will be conducted at the discretion of POCD: Fund accountability, Contract compliance, and Program performance.

PRICE WARRANT

The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS

Must be submitted to the POCD Executive Director.

PUBLIC SAFETY

May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification.

ACCEPTANCE OR REJECTION OF PROPOSALS

POCD reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, 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 POCD to do so.

SUBCONTRACTING

No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of POCD. Such intent to subcontract shall be clearly identified in the proposal.

VERBAL PROPOSALS

Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE

The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$1,000,000 for each accident, or provide evidence that State law does not require such coverage.
