

GENERAL TERMS AND CONDITIONS

In submitting a bid in response to this RFP, the bidder agrees to accept the terms set forth in this RFP.

1. **Contract Template with Terms and Conditions:** The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions in the attached labeled as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. Washington State University will review requested exceptions and accept or reject the same at its sole discretion.
2. **Most Favorable Terms:** Washington State University reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. Washington State University does reserve the right to contact a Consultant for clarification of its proposal. The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to Washington State University.
3. **Responsiveness:** All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. WSU also reserves the right at its sole discretion to waive minor administrative irregularities.
4. **Costs to Propose:** Washington State University will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.
5. **Contracting with Current or Former State Employees:** Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.
6. **Minority & Women-Owned Business Participation:** In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.
7. **Proprietary Information / Public Disclosure:** Proposals submitted in response to this competitive procurement shall become the property of Washington State University. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of Purchasing Services, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the

Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored. If a public records request is made for the information that the Consultant has marked as "Proprietary Information," the Washington State University will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, Washington State University will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, Washington State University shall maintain the confidentiality of the Consultant's information per the court order.

8. **No Obligation to Contract:** This RFP does not obligate the state of Washington or Washington State University to contract for services specified herein.
9. **Rejection of Proposals:** Washington State University reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.
10. **Commitment of Funds:** The President of Washington State University or his delegates are the only individuals who may legally commit Washington State University to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.
11. **Evaluation Procedure:** Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by Washington State University. Washington State University, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal. Washington State University reserves the right to award the contract to the Consultant(s) whose proposal(s) is (are) deemed to be in the best interest of Washington State University and the state of Washington.
12. **Notification to Proposers:** Washington State University will notify the Apparently Successful Contractor of their selection in writing via email upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.
13. **Complaint Process:** In compliance with RCW 39.26.170 Washington State University (WSU) has established the following Complaint Process; which shall apply to University solicitations posted to WEBS (Washington Electronic Business Solutions). The complaint process allows bidders to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough to allow WSU to correct a problem before bids are submitted and time expended on evaluations. The procurement complaint process will meet the following minimum requirements:
 - 13.1 Bidders will be given an opportunity to submit a complaint to WSU based on any of the following:
 - a. The solicitation unnecessarily restricts competition;
 - b. The solicitation evaluation or scoring process is unfair or flawed; or
 - c. The solicitation requirements are inadequate or insufficient to prepare a response.
 - 13.2 Bidders will be allowed to submit complaints until the deadline for questions within the solicitation has expired or five (5) business days before the solicitation is due; whichever is earlier. Complaints must meet the following requirements:
 - a. Must be in writing.

- b. Must be sent to the procurement coordinator, or designee.
 - c. Should clearly articulate the basis for the complaint.
 - d. Should include a proposed remedy.
- 13.3 The procurement coordinator will respond to complaints in writing.
- 13.4 The response to complaints including any changes to the solicitation will be posted as an amendment on WEBS.
- 13.5 The Director of Purchasing Services will be notified of all complaints and will be provided a copy of the response.
- 13.6 The complaint may not be raised again during the protest period.
- 13.7 The complaint process does not include an appeal process.

14. Protest Process: In compliance with RCW 39.26.170 Washington State University (WSU) has established the following Protest Process; which shall apply to University solicitations posted to WEBS (Washington Electronic Business Solutions)

- 14.1 Protests may be made only by bidders who submitted a response to the solicitation document and who have participated in a debriefing conference. Bidders will be given three (3) business days after the apparent successful bidder is announced to provide a written request for a debriefing. Upon completing the debriefing conference, the bidder is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Pullman Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.
- 14.2 Bidders 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 bidders under this procurement.
- a. All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, 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.
 - b. Only protests stipulating an issue of fact concerning the following subjects shall be considered:
 - i. A matter of bias, discrimination or conflict of interest on the part of an evaluator;
 - ii. Errors in computing the score;
 - iii. Non-compliance with procedures described in the procurement document or WSU policy.
- 14.3 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) WSU's assessment of its own and/or other agencies needs or requirements.
- 14.4 Upon receipt of a protest, a protest review will be held by the WSU Purchasing Office. The Purchasing Director 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.
- 14.5 In the event a protest may affect the interest of another bidder that also submitted a proposal, such bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.
- 14.6 The final determination of the protest shall:
- a. Find the protest lacking in merit and uphold WSU's action; or

- b. Find only technical or harmless errors in WSU's acquisition process and determine WSU to be in substantial compliance and reject the protest; or
 - c. Find merit in the protest and provide the WSU options which may include:
 - i. Correct the errors and re-evaluate all proposals, and/or
 - ii. Reissue the solicitation document and begin a new process, or
 - iii. Make other findings and determine other courses of action as appropriate.
- 14.7 If WSU determines that the protest is without merit, WSU will enter into a contract with the apparent successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. The outcome and decision of this protest procedure are final.