

**BID CALL -- NOT AN ORDER**

BID NO. C11003

DATE February 5, 2010

YAKIMA COUNTY  
PURCHASING DIVISION  
129 NO. 2ND STREET  
YAKIMA, WASHINGTON 98901  
PHONE 575-6093

PLEASE QUOTE ON THIS FORM.  
RETURN MARKED "NO BID"  
IF YOU CANNOT QUOTE,  
AND REASON IN ORDER TO  
REMAIN ON VENDOR LIST.

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

QUOTATIONS WILL BE RECEIVED

UNTIL 3:00 PM, February 23, 2010

BID OPENING 3:00 PM, February 23, 2010

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE, PROMPT PAYMENT DISCOUNT TERMS, AND F.O.B. POINT FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>Rifle Plates and Plate Carrier Vests</b>					
Yakima County is requesting Bids on Point Blank rifle plates and Diamondback Tactical plate carrier vests.					
1.	225	Each	Point Blank Level IV SA 4.8, 10"x12" Single Curve, Shooter Cut, Front Rifle Plate. 0.7' thick, 8.5 lbs., V50: 3252 fps. NO EXCEPTIONS.	\$ _____	\$ _____
2.	225	Each	Point Blank Level IV SA 4.8, 10"x12" Single Curve, Full Cut, Rear Rifle Plate. 0.7" thick, 8.5 lbs, V50: 3252 fps. NO EXCEPTIONS.	\$ _____	\$ _____
3.	225	Each	Diamondback Tactical, Battlelab Fast Attack Plate Carrier-Gen 2 (FAPC2), Black, Rifle Plate Carrier Vest. NO EXCEPTIONS.	\$ _____	\$ _____
			Sizes Small, Medium, and Large.	\$ _____	\$ _____
			Additional Charge for Extended Sizes.	\$ _____	

*Bid Call C11003 (continued...)*

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TO THE PURCHASING MANAGER OF THE COUNTY OF YAKIMA: SUB TOTAL \_\_\_\_\_

PAYMENT DISCOUNT TERMS \_\_\_\_\_% \_\_\_\_\_ FREIGHT(must be included)

F.O.B. POINT \_\_\_\_\_ Yakima County Sheriff's Office \_\_\_\_\_ STATE SALES TAX \_\_\_\_\_

TAX RATE \_\_\_\_\_ 8.2%

GRAND TOTAL \_\_\_\_\_

**DELIVERY:**

WE (I) WILL DELIVER COMPLETE THE ABOVE UNITS  
WITHIN \_\_\_\_\_ DAYS FROM RECEIPT OF ORDER AND  
AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE  
NOTED.

**SIGNATURE SHEET  
BID No. C11003**

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED \_\_\_\_\_% \_\_\_\_\_

**\*\*Receipt is hereby acknowledged of addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.**

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**PROPOSAL MUST BE SIGNED** 

**YAKIMA COUNTY  
RIFLE PLATES AND PLATE CARRIER VESTS PURCHASE  
SPECIFICATIONS  
BID NO. C11003**

**I. General**

A. It is the intent of these specifications to describe Rifle Plates and Plate Carrier Vests in sufficient detail to secure competitive bids. All parts, which are necessary in order to provide complete units, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided by the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

C. **Right to Reject/Accept:**  
Yakima County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the County and will not necessarily be bound to accept the low bid.

B. **Quantities:**  
The County does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown as estimates are not exact and are given for the purpose of comparing Bids upon a uniform basis. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

C. **More or Less:**  
Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made on the Rifle Plates and Carrier Vests in the quantities listed in the proposal. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed.

D. **Interlocal Purchasing:**  
It is also the intent of this bid document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by RCW 39.34, the right to purchase the same equipment, at the prices quoted, for the period of this contract. Each bidder shall indicate on the bid form if he will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Yakima County.

*Yes*

*No*

E. **Standardization:**  
In order to standardize our equipment, no alternates will be acceptable.

F. **Evaluation:**  
Evaluation of bids shall be based on net cost, past experience with proposed manufacturer's service availability, and parts availability.

G. **Dealer Authorization:**

The Bidder, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection

H. **Warranty(ies):**

As applicable, contractor shall submit a copy of warranty with items delivered under this contract. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

II. **Special Instructions**

A. **Due Date:**

**Bid shall be submitted to and date stamped by the City Clerk's Office, Yakima City Hall, 129 North 2nd Street, by 3:00 p.m. on February 9, 2010 in a sealed envelope labeled Bid No. C11003 with the due date and time of opening written on it. If you plan on attending the bid opening, DO NOT BRING THE BID WITH YOU INTO THE OPENING ROOM. The bid must be received by the City Clerk's Office.**

B. **New Purchase:**

Additional Rifle Plates and Vest Carriers may be purchased for a period of 12 months from date of award.

C. **Additional Units:**

It is the intent of Yakima County to utilize the contract to purchase additional units during the following calendar year. Supplier shall specify if base price for each unit will apply for additional units requested within a twelve month period from date of award of this contract.

*Yes*

*No*

D. **Delivery:**

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

E. **Delivery Acceptance:**

Time of delivery is important and will be considered in the evaluation of the bids. Delivery will be accepted by Yakima County Sheriff's Office, 1822 S. 1<sup>st</sup> Street, Yakima, Washington, 98901, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation.

- F. **Unit Prices/FOB:**  
Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.
- G. **Guarantee/Warranty:**  
Bidder shall state terms and conditions of guarantee/warranty.
- H. **Exceptions;**  
Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.
- I. **Payments:**  
Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address.
- J. These specifications are intended to be precise where a specific make, model or trade name is requested.

**YAKIMA COUNTY  
GENERAL PROVISIONS  
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

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**1. Laws and Regulations**

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

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**2. Acceptance**

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

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**3. Bid/Quote Submittals**

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

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**4. Change Orders**

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

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**5. Quality Standards**

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Yakima County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

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**6. Delivery**

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

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**7. Identification**

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

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**8. Payment**

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

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**9. Risk of Loss**

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

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**10. Force Majeure**

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

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**11. Rejection**

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

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**12. Approximate Quantity**

The quantities listed are the County's current approximate requirements. Yakima County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

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**13. Cooperative Purchasing**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

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**14. Samples**

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

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**15. Inspection**

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

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**16. Hazardous Materials**

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

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**17. Public Disclosure**

The County shall promptly notify Vendor of any requests for public disclosure of documents pursuant to Chapter 42.17 Revised Code of Washington (RCW), which may require disclosure of documents and information supplies under this order. Vendor shall be responsible for and bear the costs of taking legal action to prohibit disclosure of such documents and information and shall indemnify and save the County harmless from any and all cost, liability, penalty and expense related to the County's failure to disclose. In no event shall the County be liable for breach of this order should a court order that such documents and information be, and the same are, disclosed.

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**18. Warranties**

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

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**19. Re-Award**

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

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**20. Errors and Omissions**

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

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**21. Late Receipt of Bid/Quote Documents**

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 3:00 PM, any bids received after 3:00:00 PM will be rejected).

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**22. Licenses**

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

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**23. Delivery of Unapproved Substitutions**

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

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**24. "No Bids"**

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

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**25. Non-Collusion**

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

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**26. Evaluation of Bid/Quote**

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

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**27. Taxes**

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

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**28. Non-Discrimination**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Yakima County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Yakima County contracts.

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**29. Termination - Convenience**

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

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**30. Termination - Cause**

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

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**31. Delay of an Award**

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

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**32. Venue**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Yakima County. This Agreement shall be governed by the laws of the State of Washington.

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**33. Defense and Indemnity Agreement**

The vendor agrees to defend, indemnify and save harmless Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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**34. Permits**

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by Yakima County. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

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**35. Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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**36. Waiver**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

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**37. Entire Agreement**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

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**38. Protest Procedure**

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 No. 2<sup>nd</sup> St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to [sownby@ci.yakima.wa.us](mailto:sownby@ci.yakima.wa.us). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

**Step I** Purchasing Manager and Department Head of solicitation try resolving matter with protestor. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

**Step II** If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

**Grounds for Protest**

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

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or County Policy.

**Protest Determination**

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

**Timeframe**

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

**Award Announcement**

Purchasing shall announce the successful bidder via City/County Purchasing Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

**Award Regardless of Protest**

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.