



## REQUEST FOR PROPOSALS (RFP)

for

# Uninterruptible Power Supply System Equipment & Services

for

## Kitsap 911 Kitsap County, Washington

Kitsap 911  
Contracts Manager  
911 Carver Street  
Bremerton, WA 98312-4300  
[contracts.manager@kitsap911.org](mailto:contracts.manager@kitsap911.org)

For Release  
June 8, 2023

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*PROPOSALS NOT SIGNED, LATE,  
SUBMITTED USING FACIMILE OR E-MAIL WILL BE REJECTED*

## **Kitsap 911**

### **Request for Proposal for Uninterruptible Power Supply (UPS) System Equipment & Services**

Kitsap 911 (“Kitsap”) is replacing an existing 86kW (94kVA) Uninterruptible Power Supply (UPS) system to provide critical power to the 911 dispatch and call taking center for Kitsap County Washington. The UPS system equipment and services described in this RFP will be used to support critical public safety dispatching and coordination between various law enforcement, fire, rescue/emergency medical service agencies and/or departments operating within Kitsap County.

**DUE DATE:** Sealed Proposals are due **July 18, 2023, at 4:00 PM (PST)**  
**Optional Pre-Proposal Vendor Virtual Conference:** **June 21, 2023, at 8:00AM (PST)**  
**Opening of Sealed Proposals:** **July 19, 2023, at 10:00AM**  
Location: **911 Carver Street, Bremerton, WA 98312**

**Complete Proposals Packages found on Kitsap 911 website** [kitsap911.org/rfp](https://kitsap911.org/rfp)

All questions are due via email to [contracts.manager@kitsap911.org](mailto:contracts.manager@kitsap911.org) by **June 21, 2023 4:00PM (PST)**

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## SECTION 1 PROJECT DESCRIPTION

Kitsap 911 ("Kitsap") is replacing an existing 86kW (94kVA) Uninterruptible Power Supply (UPS) system to provide critical power to the 911 dispatch and call taking center for Kitsap County Washington. The UPS system equipment and services described in this RFP will be used to support critical public safety dispatching and coordination between various law enforcement, fire, rescue/emergency medical service agencies and/or departments operating within Kitsap County.

The location of the existing UPS is:

KITSAP 911  
911 Carver St.  
Bremerton, WA 98312

Communications systems operated by Kitsap must be available for continuous duty, "24/7", error free operation. Within this document the package of equipment and services required will be referred to as the "*Furnished System.*"

All work and materials will be subject to approval of the Kitsap 911's Project Manager as described in the specifications. Kitsap 911 seeks proposals from qualified, experienced technology suppliers for this purpose.

### 1. Project Objectives

1. Completed replacement of existing 86kW (94kVA) Uninterruptible Power Supply (UPS) without power interruption providing critical power to Kitsap 911, the 911 dispatch and call taking center for Kitsap County Washington.
2. The Proposer must furnish, stage, install, configure, test, and document a complete UPS system for the KITSAP 911 (a.k.a. Cencom) building.
3. System components include:
  1. UPS: 80kVA three phase UPS system (277/480V) with two monitored battery strings to support approximately 20 minutes of run time at full load.
  2. Re-use of Maintenance Bypass Cabinet with interlock capabilities compatible with existing electrical distribution.
  3. Other equipment as needed by the Proposer to meet KITSAP 911 requirements.
4. Options:
  1. Maintenance Bypass Cabinet: If the Maintenance Bypass Cabinet cannot be re-used in the proposal, the Proposal must include:
    - a. Written technical justification supporting the need to replace the Maintenance Bypass Cabinet.
    - b. Realistic duration of the power outage(s) impacting the 911 dispatch and call taking services.

2. Battery Alternatives: To meet the run-time requirements either Valve Regulated Lead Acid or Lithium-Ion batteries may be proposed. A discussion of the technical merits, lead times, and costs of the alternatives is preferred.

## **2. Summary**

Vendors submitting a proposal for this project shall:

- A. Be thoroughly experienced in the provision of "mission critical" UPS systems. Proposals from vendors providing a complete package through the project lifecycle from design, manufacture, install, and providing factory and field support for their Uninterruptible Power Supply system solution are preferred; and,
- B. Provide equipment, training, and maintenance of sufficient technical and economic merit to serve the needs of Kitsap now and for an expected minimum equipment life of fifteen (15) years.

As a part of their proposal, Vendors shall thoroughly, carefully, and concisely explain how their Furnished System best meets the requirements of Kitsap. Proposals which are organized with a point-by-point response to the requirements of this RFP will facilitate evaluation.

## **3. Schedule of Events**

Exhibit A describes dates and times of anticipated actions related to this RFP. The actions must be completed as indicated unless otherwise changed by Kitsap. If Kitsap finds it necessary to change any of the specific dates and/or times, it will do so by issuing an addendum to this RFP. Notification of changes shall be transmitted via email to participants attending the pre-proposal conference and will be posted on Kitsap's website <http://www.kitsap911.org/rfp/>

\*\*\*End of Section 1 Project Description\*\*\*

## SECTION 2 EXISTING SYSTEM DESCRIPTION

The location of the existing UPS is:

KITSAP 911  
911 Carver St.  
Bremerton, WA 98312



Figure 1: KITSAP 911 Cencom

The replacement UPS system will be installed in the existing Electrical Room 123G located at ground level. The exterior door is 48 inches wide. The existing UPS and battery cabinets are installed on 4-inch concrete pads.

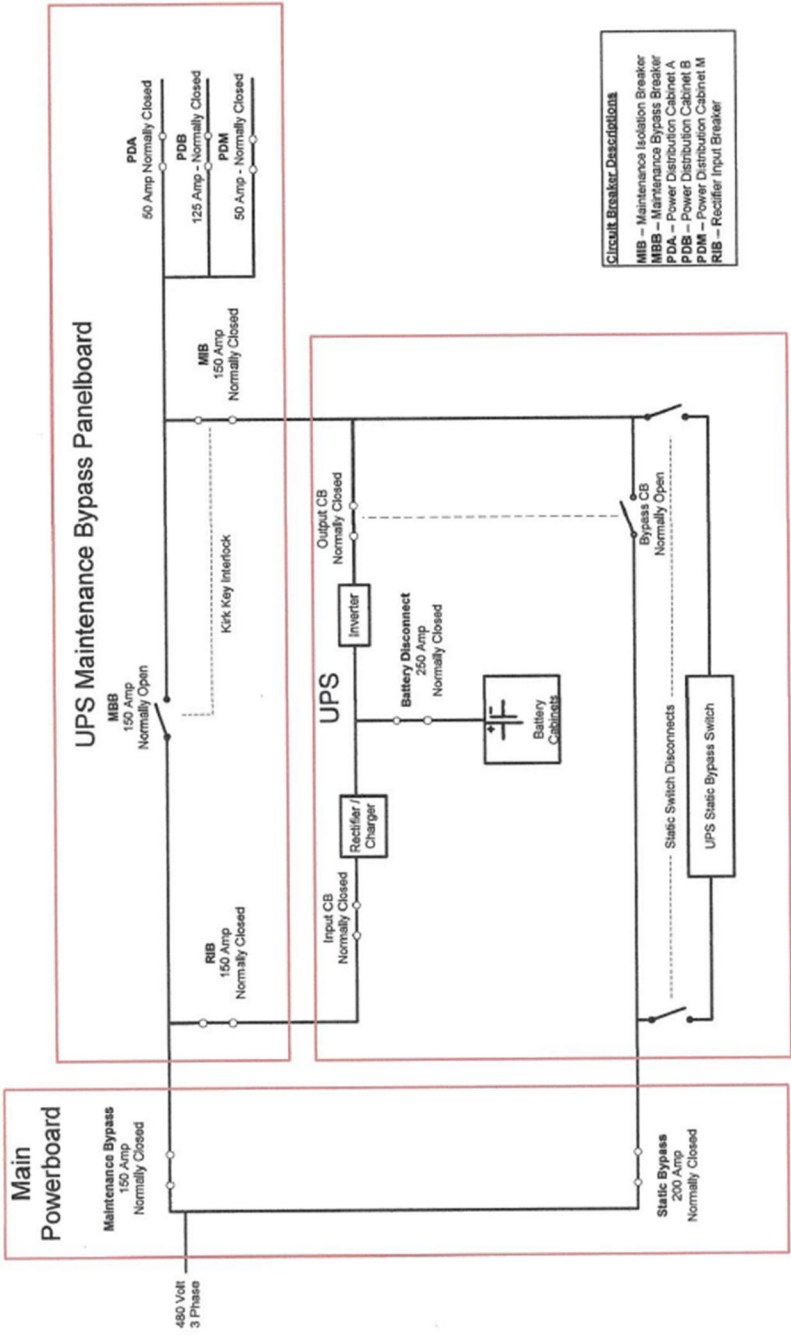
### **2.1 Existing UPS System Components, Electrical Drawings, and Photographs**

#### **2.1.2 System Components**

The existing UPS system was purchased from Liebert under Liebert Sales Order Number CN0617205 and has a test date of 4/22/2004. As shown in Figure 2, the UPS One-line Diagram, the existing UPS with batteries has three electrical connections:

1. Rectifier Input fed from Rectifier Input Breaker
2. UPS Output connected to Maintenance Isolation Breaker
3. Static Bypass circuit fed from Static Bypass Breaker in the main distribution cabinet.

# CENCOM – Kitsap 911 Uninterruptible Power System



CENCOM UPS Maintenance Bypass Single Line.vsd  
Mark B. Nelson - CENCOM  
Revised June 11, 2016

Figure 2: UPS One-Line Diagram

The UPS system components include:

1. UPS:
  - a) Figure 3 is a photo of the UPS.
  - b) Figure 4 is a photo of the UPS nameplate.
2. Wall Mounted Battery Disconnect: Figure 5 is a photo of the Battery Disconnect between the UPS on the left and the Battery Cabinets on the right.
3. Battery Cabinets: Figure 6 is a photo of the two Battery Cabinets on the 4-inch concrete pad.
4. Batteries and Battery Monitoring System: The Battery Cabinets contain two strings with 30 jars in each string. Figure 7 shows the EnerSys Data Safe 16HX800F-FR batteries (16 V) and the Battery Monitoring System manufactured by Phoenix Broadband Technologies. Phoenix Broadband Technologies was acquired by SENS in March 2023. The Battery Monitoring System was field installed.
5. Maintenance Bypass Cabinet: Figures 8-11 show photos of the Maintenance Bypass Cabinet
  - a) Figure 8 shows the Front View of the open Maintenance Bypass Cabinet. Note: the breakers in the cabinet do not have auxiliary contacts indicating the breaker status.
  - b) Figure 9 shows the nameplate for the Siemens Maintenance Bypass Cabinet
  - c) Figure 10 shows the interlock controls.
  - d) Figure 11 shows the SKRU (Solenoid Key Release Unit)
6. The electrical conduit for the system is overhead.





Figure 3: Existing UPS

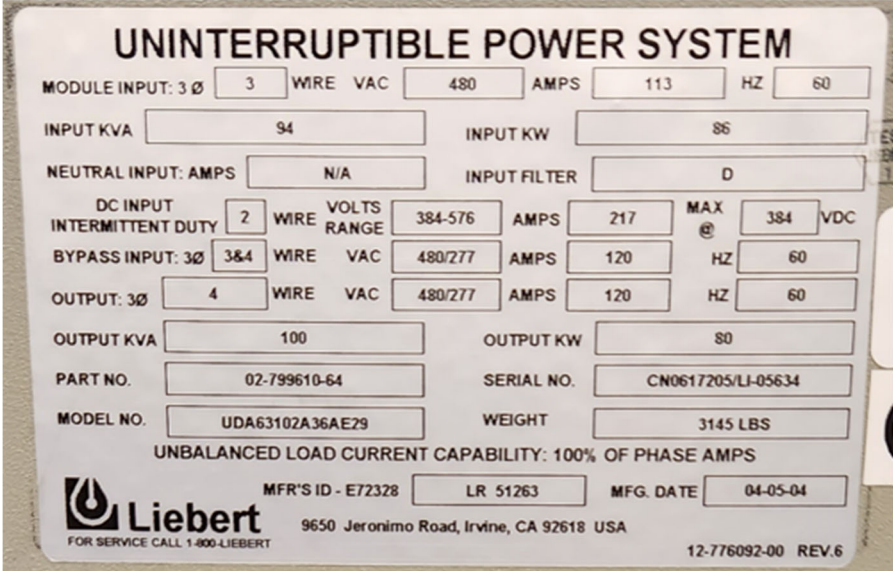


Figure 4: Existing UPS Nameplate



Figure 5: Wall Mounted Battery Disconnect (UPS to the left and Battery Cabinets to the right of the Battery Disconnect)



Figure 6: Battery Cabinets



Figure 7: Battery Jars (2 strings, 30 jars each) Energys Data Safe 16HX800F-FR and Battery Monitoring System (Phoenix Broadband Technologies was acquired by SENS in March 2023)

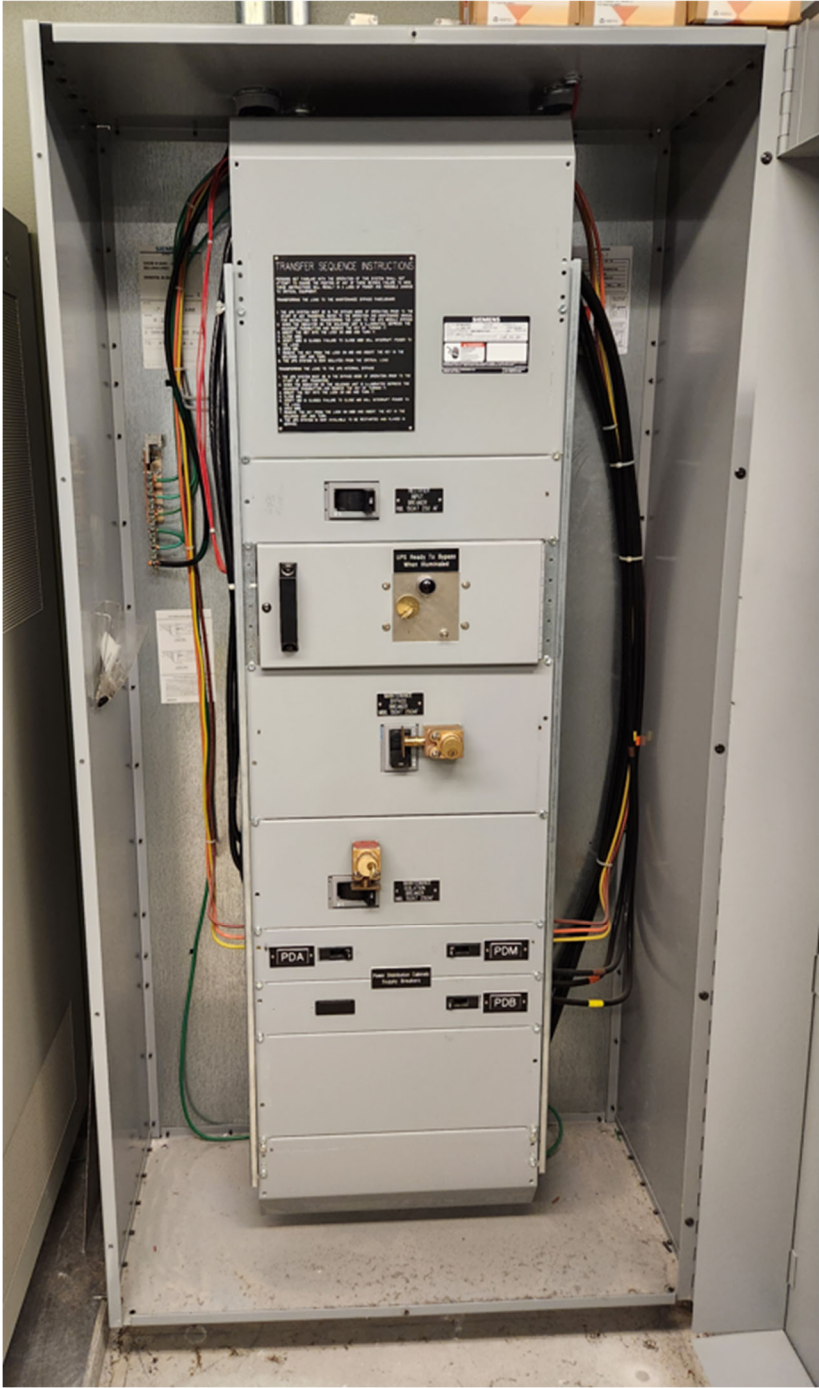


Figure 8: Maintenance Bypass Cabinet

Note: the breakers in the cabinet do not have auxiliary contacts indicating the breaker status.



Figure 9: Maintenance Bypass Cabinet Nameplate

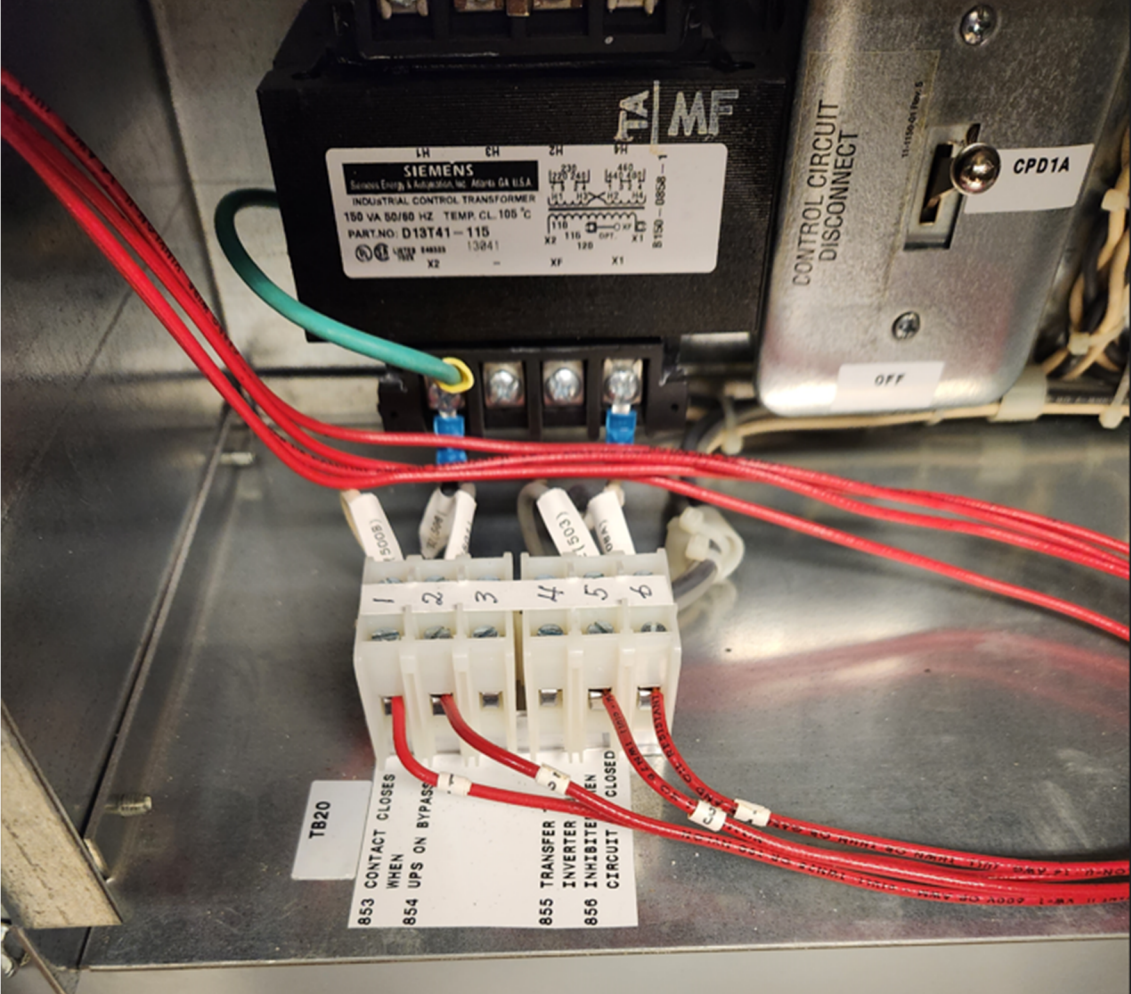


Figure 10: Interlock Controls

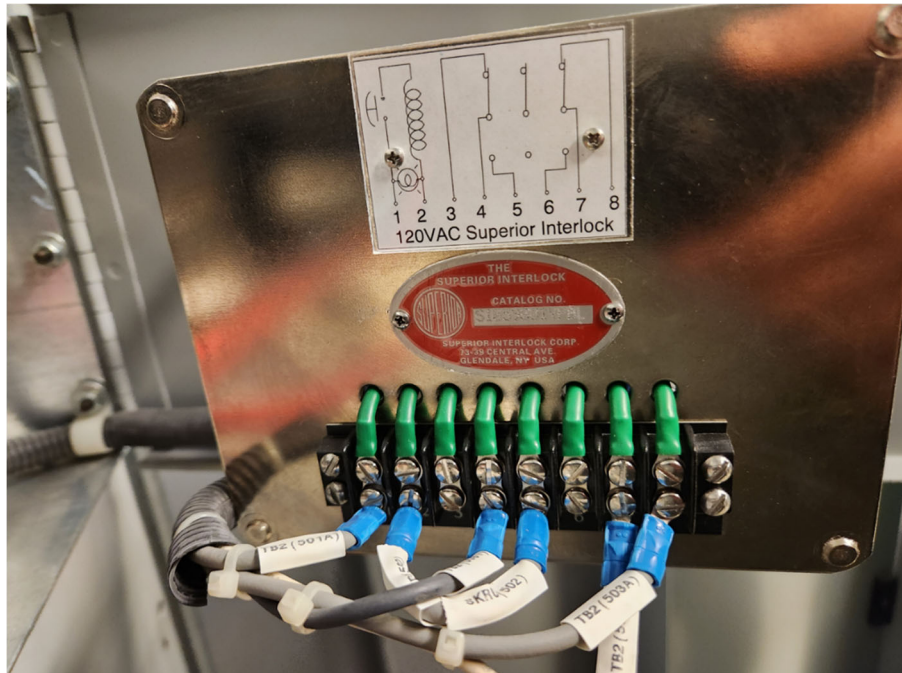


Figure 10: SKRU (Solenoid Key Release Unit)

## 2.2 Drawings and Photos

### 2.2.1 Building One-Line Diagram with Electrical Distribution Diagram

The construction drawing for the power diagrams in Figure 11 shows the building one-line diagram and the power distribution diagram.

### 2.2.2 Electrical Room Layout

Figure 12 is a drawing of the Electrical Room 123G layout.



FAULT CURRENT SCHEDULE		
PANEL OR SWITCHGEAR	AVAILABLE FAULT CURRENT	MINIMUM A.I.C. RATING OF EQUIP.
Main Switchgear	27,213	25,000
Main Distn Ctr	27,213	25,000
Panel HA	21,824	20,000
Panel HC	17,364	15,000
Panel HM	17,355	15,000
Distribeur 2	4,529	13,500
Panel H	2,154	10,000
Panel F	1,938	10,000
Panel M	1,863	10,000
Power Distn Unit P20	3,862	15,000
UPS	23,750	25,000
Panel served from Distn 2	Less than 4,529	10,000

NOTE: SERVICE DISTRIBUTION EQUIPMENT FULLY RATED FOR FAULT CURRENT SERIES RATING NOT PERMITTED

Signature: *[Signature]* 5/15/2003

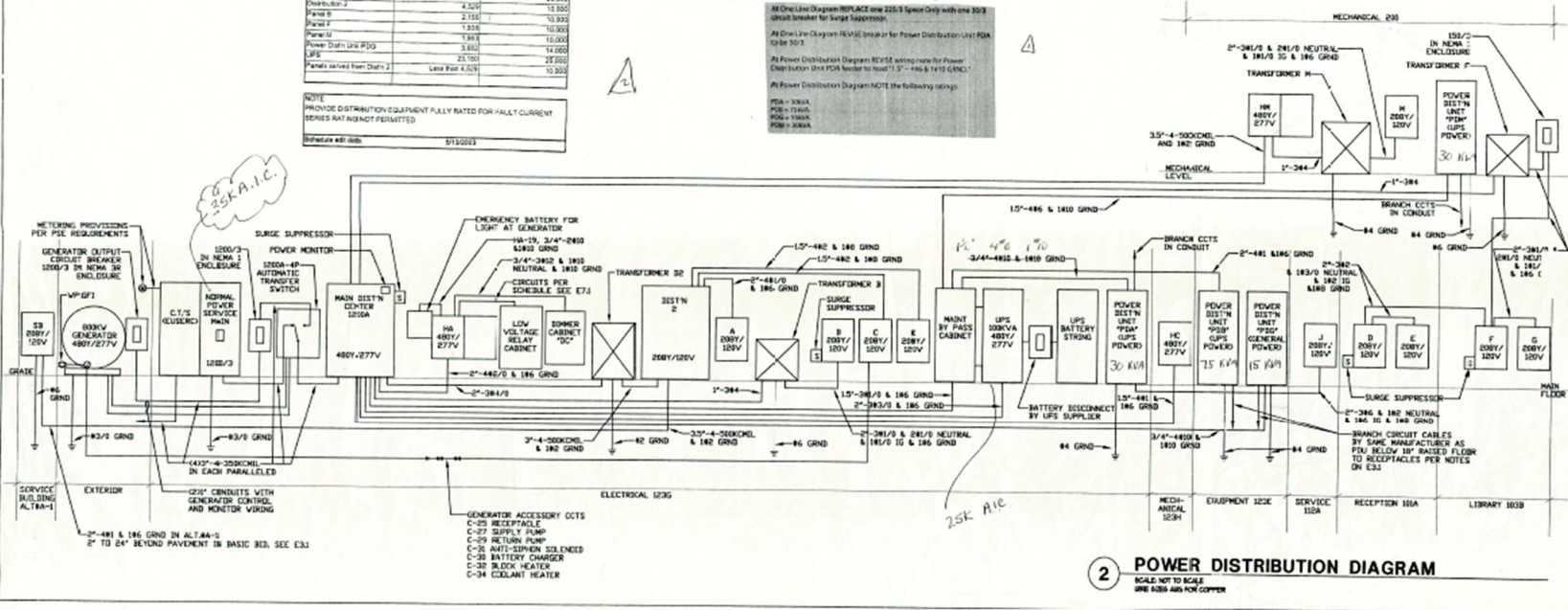
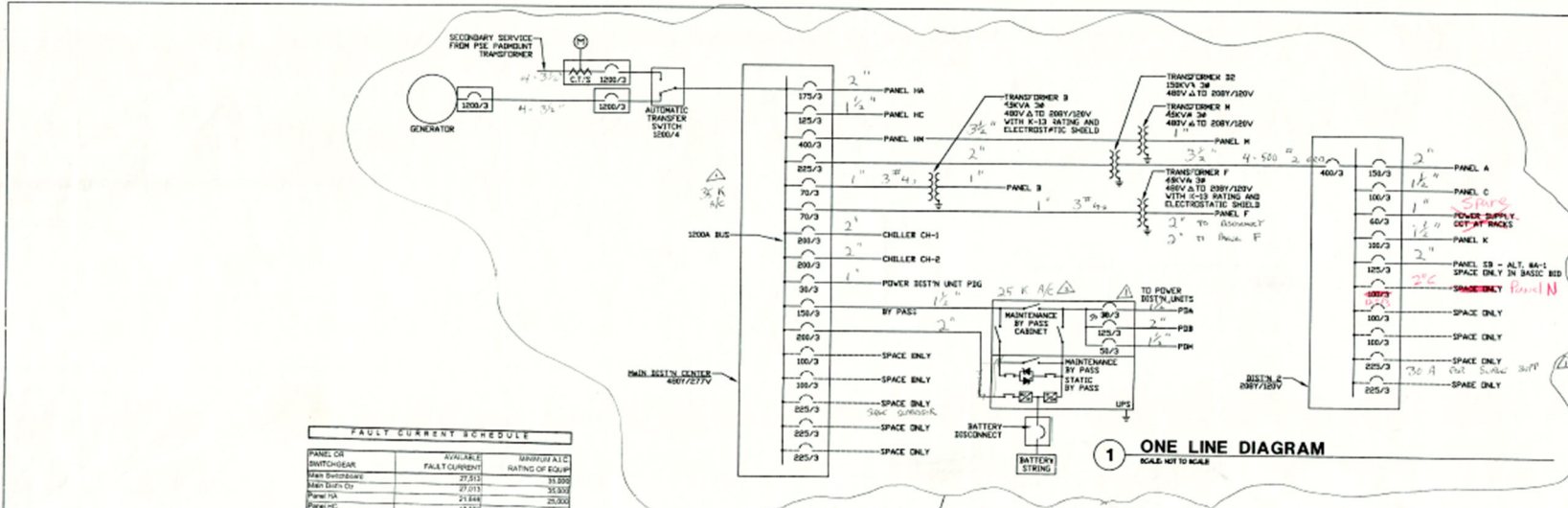
1. One Line Diagram REPLACE one 225/3 Space Only with one 300/3 Space Only for Surge Protection

2. One Line Diagram REVISE location for Power Distribution Unit P20 to be 301

3. Power Distribution Diagram REVISE wiring for Power Distribution Unit P20 feeder to read "1 3" - 48 & 1415 GND"

4. Power Distribution Diagram NOTE the following ratings

P20 = 300A  
P21 = 300A  
P26 = 1500A  
P28 = 300A



CENCOM / DEM FACILITY  
Bremerton, Washington

Record Document

PROJECT #: C1038.00

BID SET

ISSUED: 04.18.03

REVISIONS:

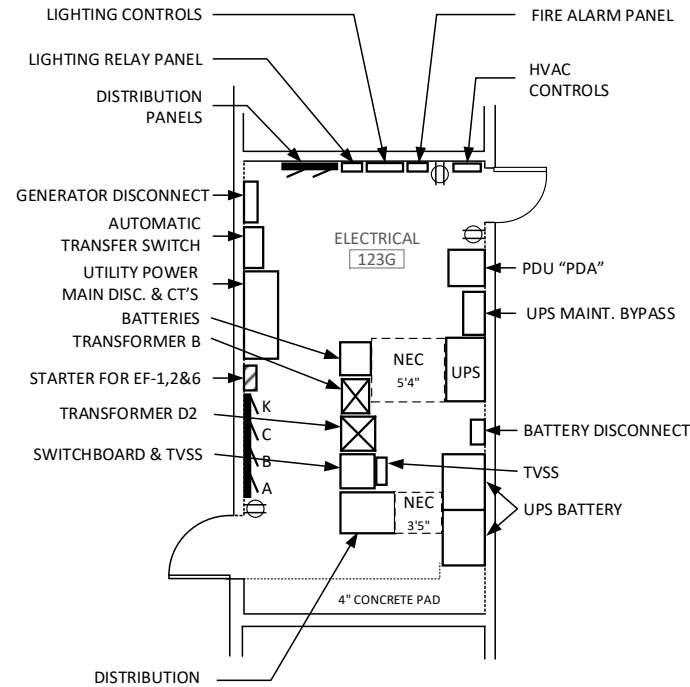
POWER DIAGRAMS

SHEET: **E8.1**

Figure 11: Cencom Facility One-line Diagram and Power Distribution Diagram



**KITSAP 911 – CENCOM  
ELECTRICAL ROOM 123G**



**RELEVANT DIMENSIONS**

ROOM DIMENSIONS: 17' 8" W X 32' 8" H  
 EXISTING UPS: 2' 10" W X 4' 8" H  
 EXISTING BATTERY CABINETS (TOTAL): 3' 1"W X 8' 2" H  
 NEC CLEARANCE FOR UPS: 5' 4"  
 NEC CLEARANCE FOR BATTERIES: 3' 5"


	KITSAP 911		KITSAP 911 911 CARVER ST. BREMERTON, WA 98312 360 307-5800		KITSAP 911 – CENCOM UPS REPLACEMENT	
	WWW.KITSAP911.ORG				KITSAP 911 ELECTRICAL ROOM 123G	
DATE	18-MAY-2023	DWG#	K911-UPS-NN		SHEET	1 OF 1
PREPARED BY	R. SCOTT PEABODY	SCALE	1/8" = 1' 0"		SIZE	DRAFT

Figure 12: Electrical Room Layout

### 2.2.3 Electrical Room Perimeter Photographs

Figure 13 shows the viewing angles of the room perimeter photographs in Figures 14-26. The photos are presented clockwise beginning with the north end of the Northeast wall of the electrical room.

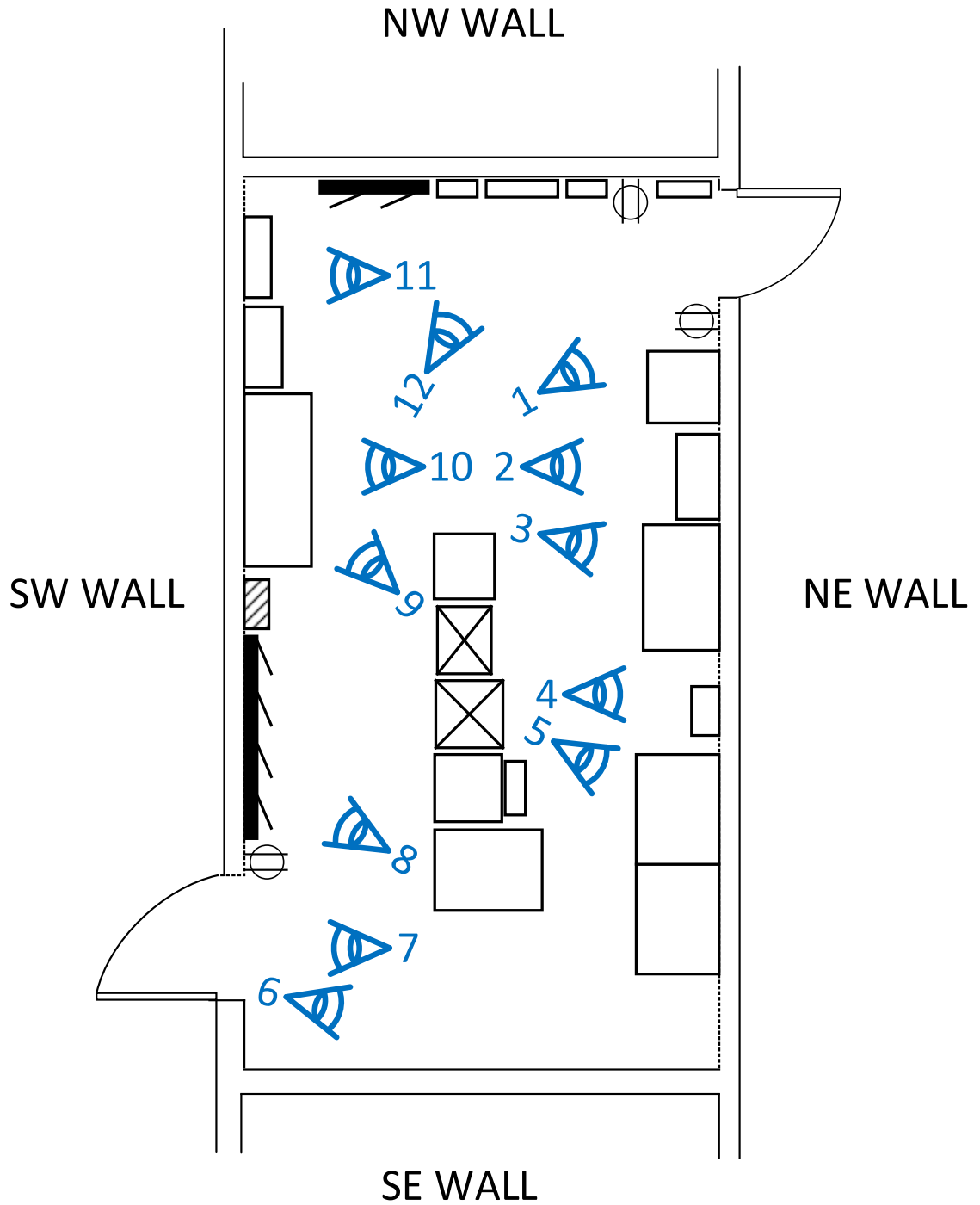


Figure 13: Photograph Viewing Angles



Figure 14: Photo 1 Electrical Room Interior Door and PDA



Figure 15: Photo 2 Maintenance Bypass Cabinet



Figure 16: Photo 3 UPS



Figure 17: Photo 4 Battery Disconnect



Figure 18: Photo 5 Battery Cabinets



Figure 19: Photo 6 Southeast Wall



Figure 20: Photo 7 Exterior Electrical Room Door (48 inch to ground level, no curbs)



Figure 21: Photo 8 Electrical Distribution Panels



Figure 22: Photo 9 Utility Power Main Disconnect and Current Transformers



Figure 23: Photo 10 Utility Power Main Disconnect and Current Transformers (Front View)



Figure 24: Photo 11 Automatic Transfer Switch and Generator Disconnect



Figure 25: Photo 12 Northwest Wall



### 2.2.4 Electrical Room Center Aisle Photographs

Figure 26 shows the viewing angles of the room perimeter photographs in Figures 14-26. The photos are presented clockwise beginning with the north end of the Northeast wall of the electrical room.

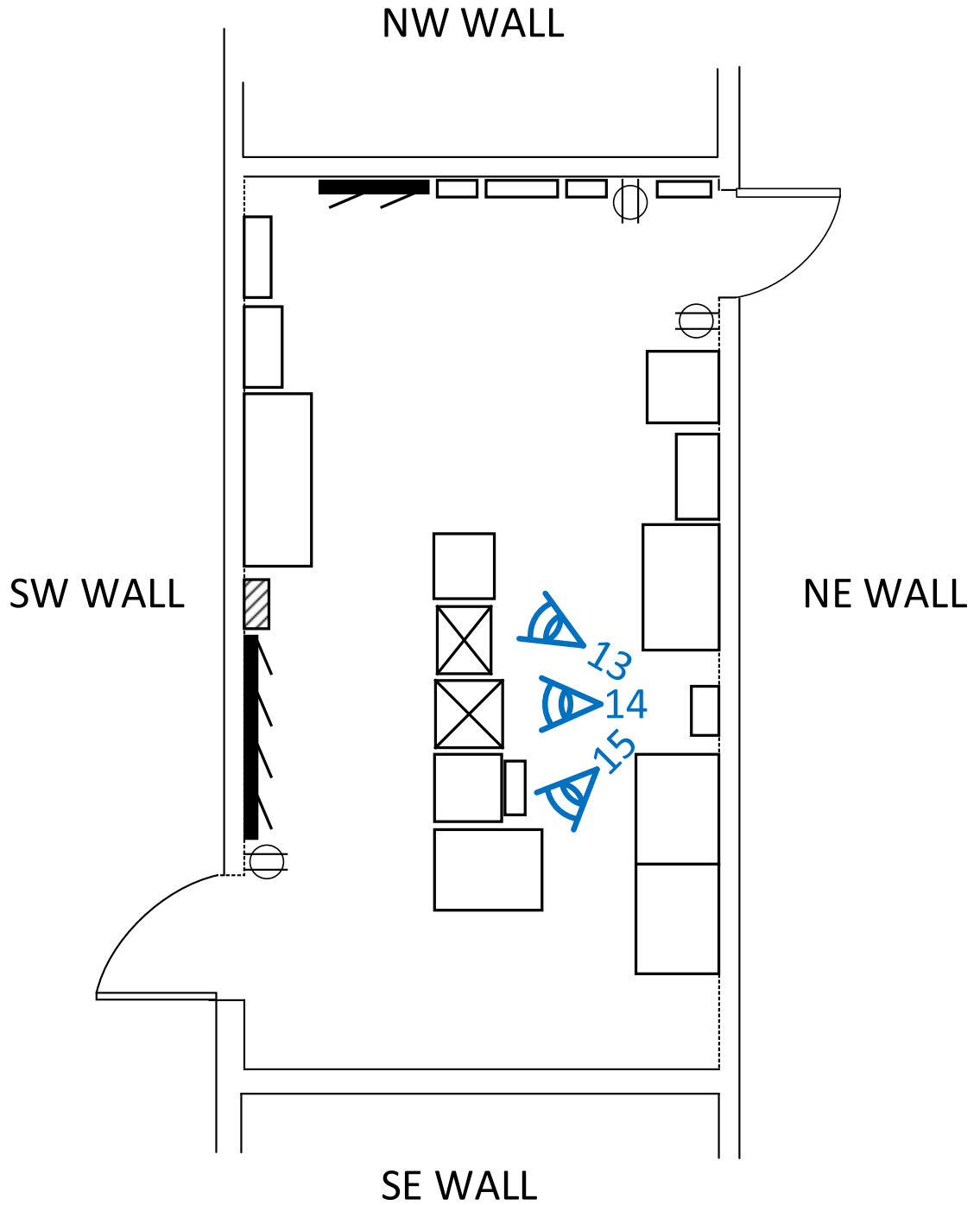


Figure 26: Photograph Viewing Angles for the Center Aisle



Figure 27: Transformer DB and DC Rectifier Batteries



Figure 28: Transformer D2



Figure 29: TVSS and 480V Distribution Cabinet

\*\*\*End of Section 2 Existing System Description\*\*\*

## **Section 3**

### **Technical Requirements**

- 3.** This section describes technical requirements that all equipment supplied as part of this system must meet.

#### **3.1. Common Specifications**

##### **3.1.1 Equipment to be Furnished Complete**

- A. Unless specifically excepted by the terms of these specifications, any parts or accessories ordinarily furnished or required to make the equipment herein specified a complete operating unit or system must be furnished by the Contractor whether directly mentioned in the specifications or not.
- B. The equipment must be complete, installed, and ready for operation at the Owner's site.

##### **3.1.2 Component Ratings**

- A. Every component part of the equipment must be operated within the manufacturer's continuous commercial duty rating under any combination of operating conditions specified.

##### **3.1.3 Overload Protection**

- A. Adequate fuses and/or circuit breakers must be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting switching surges, a suitable time delay element must be incorporated in the fuse device to preclude false operation and yet protect the equipment from a sustained overload.

##### **3.1.4 Electrostatic Protection**

- A. None of the equipment provided by Contractor may be affected by an electrostatic discharge of 15,000 V from a 125 pF capacitor with a 500 ohm series resistor. This simulates the typical electrostatic discharge from the human body. This discharge may be applied to any exterior surface of the common control unit, cabling, and any associated items.

##### **3.1.5 Existing Equipment Interfaces**

- A. The Owner must coordinate all interconnections to all Owner-supplied equipment under this bid. Actual interconnections to working systems will be done by the Contractor.

##### **3.1.6 Equipment Placement**

- A. All equipment must be arranged and installed so its intended function will not be impaired because of weather, temperature, adjacent equipment, or any other factors. The placement must meet NEC clearance requirements and sufficient installation space and clearance must be provided so service and maintenance can be readily performed.

### 3.1.7 Equipment Access

- A. All parts requiring periodic servicing or maintenance must be easily accessible and must not necessitate the removal of other parts or exposure to voltages above 60 VDC or VAC to gain this access. All cables, wiring, mating connectors, and plugs required for the complete system must be provided by the Contractor.

### 3.1.8 Control and Network Wiring and Cabling

- A. All control or network wiring and cabling both within the equipment and in the external interconnections must be neatly formed and dressed. Cable ties or lacing cord must be used to dress all cables in place.
- B. All control or network cables must be labelled in compliance with the ANSI/TIA-606-B labelling standard unless the Contractor requests a change in the labelling method and KITSAP 911 approves the alternative cable labelling method.

## 3.2 UPS Technical Specifications

The Proposer must meet the following UPS technical specifications:

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>REQUIREMENT</b>
1	UPS Safety	UL 1778, UL Listed
2	Inverter Output Power and Power Factor	80KW, P.F. 97% or greater
3	Inverter Output Nominal Voltage	480 (L-L) VAC, +/- 5%
4	Inverter Output Waveform	Sinewave
5	Inverter Output Frequency	60 Hz.
6	UPS Output Wiring	Bulk (to existing Maintenance Isolation Breaker in Maintenance Bypass Cabinet)
7	Run Time	~ 20 mins. @ Full Load
8	Input Voltage	480 (L-L) VAC
9	Internal Failure Protection	Static Bypass, Overcurrent
10	Batteries	Provide Battery Type, Storage Capacity, and Quantity
11	Charging Time	Provide Curve or Table with Charging Times for Various Battery Discharge Assumptions and Loads for the Proposed UPS
12	Battery Management System	Describe the Battery Management System for the Proposed UPS
13	Display/Controls	Local; display information on loads, batteries, and alarms; change all settings
14	Physical Form Factor	Tower (Cabinet)

15	Space and Cooling	Provide physical dimensions, weight, and cooling requirements for Proposed UPS
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### 3.3 Services

This section defines the services requirements.

#### 3.3.1 General

- a. Contractor is required to adhere to all state and local government codes and ordinances in all matters pertaining to the work.
- b. Bidder must provide written statement of compliance with Washington state Department of Labor and Industry licensing and certification requirements. Businesses engaged in the electrical construction or telecommunication trade are required to become licensed with the Department of Labor and Industry. Individuals performing electrical installations or working in the electrical construction trade are required to be certified as electricians or master electricians. Individuals learning the electrical construction trade are required to hold an electrical training certificate.
- c. Contractor must be responsible for all permitting, inspections, and special inspections and be responsible to meet all local AHJ codes. All site work permits must be provided by the Contractor as part of their work. Contractor will be required to obtain electrical and building permits as may be applicable to their work.
- d. Contractor must carefully coordinate all phases of the work with the Owner's Representative. Access to the site will require prior coordination with Owner's Representative.
- e. The proposed installation work must be authorized by Owner's Representative prior to commencement of any phase of work. Contractor must provide descriptions and layout drawings showing the proposed installation at least 30 days prior to beginning work. No work must commence without written approval of Owner's Representative.
- f. The following requirements are provided for installation of equipment. Any variation in these guidelines must require the approval of Owner's Representative.
  - (1) Contractor must furnish all personnel to perform the installation, placement and assembling at the Owner's site, of the individual equipment and the components into an operating system. This work must include the performance of any test to determine the satisfactory operating condition of the equipment is in before it is formally accepted by Owner.
  - (2) Contractor must be responsible for the installation of all equipment furnished under this Contract. Contractor must provide sufficient competent engineers and technicians to perform the installation following manufacturer instructions with manufacturer certifications as required, as well as a technically competent project manager to supervise all phases of the project from design review through project close out.

### 3.3.2 Equipment Installations

- a. Contractor must supply all the necessary installation items required to make the equipment a complete operating system including Owner-supplied equipment. This must include, but is not limited to, conduit, fittings, clamps, wiring, cable, hardware, ty-wraps, anchors, etc.
- b. The equipment installations required by this specification include the described items as well as all other attachments, hardware, software, and procedures as may be provided to ensure a completed installation that is in accordance with the standards of good engineering practices, all building codes, and ordinances (including earthquake protection) in effect at the sites specified in this specification and must require the approval of Owner's Representative.
- c. Proposed prices must include all installation hardware, brackets, braces, fasteners of all kinds, wiring, conduit, ancillary devices, procedures, and services required to install and/or interface equipment and components to provide a complete operating system fulfilling the requirements of the specification.
- d. Fixed equipment and cable installations must be accomplished in accordance with earthquake protection practices. This requirement includes, but is not limited to, providing flexible entry cables, surge loops, special battery racks, and special equipment rack design and mounting practices. All mounting arrangements must comply with the current local codes.
- e. It is Contractor's responsibility to be aware of the facilities for delivering, storing, placing, handling, and disposing of materials. All aspects of the installation must be planned and executed in a professional manner as approved by Owner's Representative. Contractor must make provisions to have all trash properly disposed of daily.
- f. Contractor must make all the test, adjustments, level settings, etc. to the equipment that is required to control and operate the equipment in a normal manner.

## **3.4 Installation and Acceptance Testing Plan**

Contractor must develop and submit a final Installation and Acceptance Test Plan to Owner's Representative for approval at least 15 business days prior to the start of installation. No equipment is to be installed until the plan has been approved by Owner's Representative.

### 3.4.1 Acceptance Tests

The Contractor must provide all necessary test equipment and load banks to perform UPS Installation and Acceptance Testing.

#### 3.4.1.1 Factory Test Results

The Contractor must provide a copy of all factory tests provided with the UPS.

#### 3.4.1.2 Make-Before-Break Maintenance Bypass Switching

The Contractor must demonstrate the proper operation of the Make-Before-Break maintenance bypass switching including no interruption of electrical service between the UPS output and the maintenance bypass switch output. The phase synchronization between outputs must also be demonstrated.

#### 3.4.1.3 Static Bypass Switch

The Contractor must demonstrate the proper operation of the static bypass switch. Typically, this test is accomplished by turning off the inverter, but alternative methods can be used.

#### 3.4.1.4 Load Tests

A series of load tests must be performed to accept the system.

##### 3.4.1.4.1 Steady State Load Tests

The Contractor must perform steady-state load tests at 0%, 50%, and 100% of rated load to check all input and output conditions such as input voltages, output voltages, input currents, output currents, output frequency, etc.

##### 3.4.1.4.2 One Hour 100% Load Test with AC Input

The Contractor must perform a steady-state load test at 100% of rated load for at least one hour to check for overheating.

##### 3.4.1.4.3 Battery Run Time Verification

The Contractor must demonstrate the battery run time of approximately 20 minutes at full load.

##### 3.4.1.4.4 Charging Verification

After demonstrating the battery run time at full load, the Contractor must connect 80% of rated load to the UPS and restore the AC input to service load and charge the batteries. The restoration time must be verified, and the UPS must be checked for overheating.

##### 3.4.1.4.5 Alarms Verification

The proper operation of the UPS alarms must be demonstrated. These alarm verifications must include as a minimum:

- Inverter off/load on bypass
- Battery Circuit Breaker Open
- Rectifier Off
- UPS on Maintenance Bypass
- Other alarms as identified.

### **3.5 Quality and Workmanship**

This section defines the quality and workmanship requirements for all phases of this project.

#### 3.5.1 General

- a. Contractor must advise Owner's Representative of any equipment failing during installation and testing or arriving damaged, what the cause of the failure or damage was, and what was done to remedy the problem. Failed equipment may not be repaired unless the entire module or assembly is replaced with a new unused spare assembly that had previously been factory tested and aligned.
- b. All equipment must contain the latest current production hardware, firmware, and software at the time of the start of system acceptance testing unless otherwise agreed to in writing by Owner's Representative.



- c. All field service bulletins, software patches, and similar service and repair notices must be installed prior to the start of system acceptance testing. Owner's Representative must be provided with all field service notices, documents, patches, release notes, etc. applying to the system being installed prior to the start of acceptance.
- d. All work done and material supplied by Contractor must comply with defined industry standards including, but not limited to:
  - (1) EIA/TIA 568C – Commercial Building Telecommunications Wiring Standard
  - (2) EIA/TIA 569C – Commercial Building Standard for Telecommunications Pathways and Spaces
  - (3) EIA/TIA 607B – Commercial Building Grounding and Bonding Requirements for Telecommunications
  - (4) Institute of Electrical and Electronic Engineers (IEEE) Publication: 142-2007 Recommended Practice for Grounding of Industrial and Commercial Power Systems
  - (5) National Fire Protection Association (NFPA) Publication: 70, 2011 Edition National Electrical Code (NEC)
  - (6) Underwriters Laboratories, Inc. (U.L.) Publication 83-2008 Thermoplastic Insulated Wires
  - (7) Underwriters Laboratories, Inc. (U.L.) Publication 467-2007 (R86) Grounding and Bonding
  - (8) Underwriters Laboratories, Inc. (U.L.) Publication UL 96A-2007 – Installation Requirements for Lightning Protection System
  - (9) Underwriters Laboratories, Inc. (U.L.) Publication UL 96-2005 – Lightning Protection Components
  - (10) Underwriters Laboratories, Inc. (U.L.) Publication UL 1581-2001 – Reference Standards for Electrical Wire, Cable and Flexible Cores
  - (11) Institute of Electrical and Electronic Engineers (IEEE) Publication: IEEE C62-1991 – Lightning Protection
  - (12) International Building Code
  - (13) Local codes as applicable
- e. Should there be a conflict or different ways of accomplishing the same result, the more stringent code or specification requirement must be used. Contractor must request additional clarification from Owner's Representative. Failure to request clarification may result in Contractor having to re-install equipment or rework an installation at Contractor's own expense.
- f. Upon completion of installation, all material must be free from defects, corrosion, scratches, or other conditions presenting an other-than-new appearance. All

- equipment and material must be of recent manufacture and design, new and unused.
- g. All finished work must be straight, level, true and plumb if applicable, and installed exactly per the manufacturer's instructions, recommendations, and drawings. Only qualified installer/technicians skilled in this kind of work must be used. All workmanship must be first class in all respects. All mounting locations must be approved by Owner's Representative before installation; failure to do this may result in the repair, removal, and re-installation of the equipment at Contractor's expense.
  - h. Contractor must restore any floor panels, ceiling tiles, raceway covers, power panel covers, junction box covers, equipment cabinet panels, and similar covers or protective devices removed during installation. Should Contractor find missing covers, panels, etc. the missing items must be brought to the attention of the Owner's Representative as soon as possible for remedy.
  - i. Contractor must use only technicians trained in the installation of this equipment. Contractor must identify and provide resume information including training history of any technician proposed to perform work on the system. Owner's Representative must have the right to reject personnel from proposed project team for in Owner's Representative's opinion lack of training or prior unsatisfactory performance.
  - j. All work must be performed, according to local conditions, in a manner best calculated to promote timeliness and accuracy, to secure safety of life, person, and property, to assure safe and continuous operation of Owner's equipment and mission, and to reduce to a minimum any interference with the public and with other contractors in or about the property.
  - k. Contractor must be responsible for any damages to Owner's property which may occur during the installation of the equipment specified in this Contract due to negligence on Contractor's part.
  - l. Contractor must take all appropriate actions to ensure the work areas are kept clean and safe. All waste materials generated by Contractor must be removed on a daily basis.
  - m. Wiring practice, material and cabling must be in accordance with requirements of the National Electrical Code, OSHA, Underwriters Laboratories, and applicable local codes and standards. All wiring must be laced clamped or supported by appropriate means. All wiring must be done in a neat and workmanlike manner.

### **3.6 Materials**

- A. As applicable, materials must conform to the following specifications.
  - 1. Structural-Steel Shapes: ASTM A 36/A 36M or ASTM A 529/A 529M.
  - 2. Steel Plate, Bar, or Strip: ASTM A 529/A 529M, ASTM A 570/A 570M, or ASTM A 572/A 572M; 50,000-psi minimum yield strength.

3. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, structural quality, Grade 50, with G60 coating designation; mill phosphatized.
4. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A755/A755M and the following requirements:
  - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
  - b. Color: To be specified by Owner from manufacturer's samples.
5. Non-High-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A; carbon-steel, hex-head bolts; carbon-steel nuts; and flat, unhardened steel washers.
  - a. Finish: Hot-dip zinc coating, ASTM A 153, Class C.
6. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers.
  - a. Finish: Hot-dip zinc coating, ASTM A 153, Class C.
7. Anchor Rods, Bolts, Nuts, and Washers: As follows:
  - a. Bolts without heads: ASTM A 687, high strength.
  - b. Headed Bolts: ASTM A 490, Type 1, heavy hex steel structural bolts and heavy hex carbon-steel nuts.
  - c. Washers: ASTM A 36/A 36M.
8. Primers: As selected by manufacturer for resistance to normal atmospheric corrosion, compatibility with finish paint systems, capability to provide a sound foundation for field-applied topcoats despite prolonged exposure, and as follows:
  - a. Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer; complying with performance requirements of FS TT-P-664.
9. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A755/A755M and the following requirements:
  - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.

### **3.7 Training**

Contractor must provide a training plan of personnel selected by Owner in the operation and maintenance of all equipment supplied under this contract. The training must be for Owner's training of technical, management, and end user personnel. Training will be held at the site as coordinated with the Owner.

### **3.8 Warranty and Maintenance**

The Contractor must provide a plan for recommended maintenance. The Contractor must present a plan for approval by the Owner prior to commencing work and complete the report at commissioning.

1. Contractor must repair or replace without charge to Owner, any equipment or part thereof, which fails in operation during normal use within 12 months after system acceptance. This must not apply to failures caused by acts of God or extraordinary circumstances beyond the control of Contractor.
2. Contractor must perform all maintenance, servicing, removal and replacement of defective parts, and adjustments and measurements to maintain the equipment supplied under this contract to the manufacturer's specifications for a period of 1 year from the date of Owner's acceptance of the system. These activities must be at no additional cost to Owner for those services requested for malfunctions reported during a normal working day. A normal working day is Monday through Friday, 0800 to 1700 hours, holidays excepted.
3. Contractor must provide Owner with written documentation after each service call describing the service performed, the cause of the outage or repair, and post repair testing, programming, or other actions taken to verify proper operation. If Owner's spares were used in the repair, the item number or model number and serial number of the spare used, and the defective unit replaced must also be documented. Contractor must return the defective unit to Owner's specified location.
4. Contractor must have a technician with training and competency to maintain the supplied equipment in a timely manner on 24-hour call at all times. Owner must be given the phone numbers and addresses of the people to contact in an emergency. The designated technician on call must be located within a 60-minute normal driving range of Owner's site.
5. When a malfunction is reported and service is requested, Contractor's technician must be en-route to the equipment location to effect emergency repairs within 30 minutes after Contractor was notified by Owner that service is requested.
6. Contractor must provide the names of the persons for the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers must be given to Owner.
7. Owner may at its discretion elect to have its technical staff on site during the warranty repair and maintenance actions. This will be to witness and possibly assist in the equipment repair or upgrade process as desired.
8. Contractor must provide the after-warranty services for board and module level return and repair service for the following:
  - a. Five-day turnaround from receipt of the defective unit to return shipment.
  - b. Twenty-four-hour turnaround from receipt of the defective unit to return shipment.

- c. Advance Replacement where a replacement unit is sent for Owner's use prior to removal of service of the defective unit and Owner returns the replacement unit to the repair depot after receiving Owner's repaired unit back.
9. All warranty and repair work must be done in a manner that the original operation of the system is restored to these specifications or the manufacturer's original specifications, whichever is more stringent. All replacement parts must be of new manufacturer, appearance, and performance. Any replacement parts or modules with a shelf life must have the original shelf life starting from the time of receipt by Owner as when the unit was manufactured.
10. Maintenance and Test Equipment
- a. The Contractor must include with the Proposal a list of recommended spare parts deemed necessary by the manufacturer to minimize down time and test and maintenance equipment required to maintain the equipment to the card level. The Contractor must also submit a required list of test equipment and fixtures to maintain the system to the component level where possible or as close to the component level as possible.
  - b. Any special tools, testing devices, extenders, and other equipment required to properly maintain the complete system must be supplied in accordance with the maintenance and testing requirements. A list of all devices, extenders, tools, or equipment must be enclosed with the Proposal.
11. The Contractor must as an option provide quotes for the following:
- a. Complete system maintenance on a normal 0800-1700, 5 days a week basis for quoted on an annual basis for a 5-year term. Provide after-hours call out hourly rates as well.
  - b. Services and equipment to keep the hardware and software up to date for a period of 10 years. The exact services included must be detailed as well as services that may be required but are not included in the cost.
  - c. Future Equipment and Parts Availability- The manufacturer must certify in writing that parts, components, software, firmware, and major subassemblies used in this equipment will be available for at least 10 years after award of contract. This certification ensures additional equipment required in the future can be assembled and supplied, and replacement parts, software, and firmware will be available to maintain the supplied equipment.

### **3.9 Close Out**

#### **3.9.1 Documentation**

The Contractor must provide a complete set of close out documentation in a single package prior to close out of the project. Items in the close out package include:

- System Acceptance Certificate
- Factory Test Results
- As-Built / As-Installed Documentation:

- UPS System One-line Diagram including Maintenance Bypass Cabinet
- UPS Functional Block Diagram
- Alarm Connection Diagram
- IP Network Diagram
- Equipment Configuration and Settings Documentation
- Detailed Bill of Materials (including Spares)
- Individual Items Packing Lists
- Warrantee and Support Documentation
- Product Literature
  - Specifications Sheet for Each Type of Equipment Supplied by Contractor
  - User Manuals, Installation Manuals, Operations, Maintenance, and Configuration Manuals for Each Type of Equipment Supplied by Contractor
  - Written Procedures to Properly Operate the UPS system.
- Other technical information for the system, system construction, system components, and materials delivered to KITSAP 911.

The Contractor must provide copies of the close out documentation organized with a Table of Contents. Documentation not available in electronic format must be scanned and included in the close out documentation package.

The copies of the close out documentation must include:

- a. At least one (1) printed copy of a comprehensive "System Manual" shall be furnished documenting all equipment, operating and software parameters and connections (including nominal performance values or table settings). The system manual must be provided without copy protection and delivered to the Owner on pages 11 inches high. Pages wider than 8-1/2 inches must be folded to 8-1/2 inches.
  - b. Two (2) electronic (soft) copies on USB thumb drive shall also be provided to the owner without copy protection.
- a. The Contractor must provide one digital copy of the close out documentation organized with a Table of Contents. Documentation not available in electronic format must be scanned and included in the close out documentation package.

### 3.9.2 Objectives Met

- a. The Owner's Representative will conduct a product completion review to verify all project work has been completed. All project objectives, goals and deliverables must be met at the quality and quantity identified in the project plan, specifications, and contract. This determination must be made solely at the discretion of Owner's Representative in accordance with the contract, specifications, and plan relevant to this Project.

- b. Accomplishment of goals and objectives must be signified by Owner's Representative's signature on a Final Acceptance document.

## Proposal Requirements Compliance Matrix

Proposers must provide a completed compliance table listing all technical requirements of this RFP in their response using the following:

- Fully Comply – no clarification required although additional information is allowed
- Partially Comply – clarification required
- Not Compliant – no clarification required although additional information is allowed
- Read and Understood (information only) – if a statement provides information and does not require compliance

Reference	Fully Comply	Partially Comply	Not Compliant	Read & Understood	Clarification
<b>Section 3 Technical Requirements</b>					
<b>3.1 Common Specifications</b>					
3.1.1 Furnished Complete					
3.1.2 Components Ratings					
3.1.3 Overload Protection					
3.1.4 Electrostatic Protection					
3.1.5 Existing Equipment Interfaces					
3.1.6 Equipment Placement					
3.1.7 Equipment Access					
3.1.8 Control and Network Wiring and Cabling					
<b>3.2 UPS Technical Specifications</b>					
Item 10 Batteries					
Item 11 Charging Time					
Item 12 Battery Management System					



Reference	Fully Comply	Partially Comply	Not Compliant	Read & Understood	Clarification
<b>3.3 Services</b>					
3.3.1 General					
3.3.2 Equipment Installations					
<b>3.4 Installation and Acceptance Test Plan</b>					
3.4.1 Acceptance Tests					
3.4.1.1 Factory Test Results					
3.4.1.2 Make-Before-Break Maintenance Bypass Switching					
3.4.1.3 Static Bypass Switch					
3.4.1.4 Load Tests					
3.4.1.4.5 Alarms Verification					
<b>3.5 Quality and Workmanship</b>					
3.5.1 General					
<b>3.6 Materials</b>					
<b>3.7 Training</b>					
<b>3.8 Warranty and Maintenance</b>					
<b>3.9 Close Out</b>					
3.9.1 Documentation					
3.9.2 Objectives Met					

\*\*\*End of Section 3 Technical Requirements\*\*

## SECTION 4 INSTRUCTIONS TO VENDORS

### **1. Compliance with RCW 39.04.350 - Bidder Responsibility Criteria – Sworn Statement – Supplemental Criteria**

Each Vendor responding to this request for proposal (RFP) must demonstrate proof of compliance with the Revised Code of Washington (RCW) 39.04.350. In addition to those other requirements of RCW 39.04.350, each Vendor must provide the following:

- A. The completed Mandatory Bidder Responsibility Checklist provided in Exhibit F.
- B. The completed Certification of Compliance with Wage Payment Statutes provided in Exhibit G.
- C. Non-collusion Affidavit provided in Exhibit H.

### **2. References**

Each Vendor responding to this request for proposals shall furnish evidence satisfactory to Kitsap 911 demonstrating the Vendor has the necessary facilities, ability, experience, staff, prior references from similar projects, and financial resources to perform the Work. A Vendor shall include a list of at least three (3) references for interviews with preference to systems of comparable size and proximity to Kitsap County (Western Washington state, preferable Puget Sound region). References shall be using like or substantially like proposed equipment for a system furnished, installed, and supported by the Proposer. Each reference shall include a brief description of the scope of the contract and shall include descriptions of any change orders or deviations from originally contracted work.

References must be selected to reflect the size, complexity, and proximity of the project for completed and "in progress" projects. References must include the name, title, address, and telephone number of an official from the entity familiar with the project using the format shown in Exhibit K. If subcontractors are to be used, a similar list shall be furnished for each subcontractor. Do not furnish references for projects completed more than 10 years before the proposal due date for this RFP.

Kitsap 911 may contact other vendor customers for reference interviews.

### **3. Pre-Proposal Conference**

Vendor attendance at a pre-proposal virtual conference using Zoom Video Communications is optional. The conference will be held at the date, time, and place shown in Exhibit A Schedule of Events. Prior to the date indicated in the Schedule of Events, vendors shall submit written questions concerning this RFP to the Kitsap 911 contact, via email, using information contained on the cover page.

Zoom Access Credentials will be posted as an Addendum on the date indicated in Exhibit A

Schedule of Events.

A thorough existing system description has been provided in the RFP; however, some Proposers may still want to visit the location of the existing UPS. The schedule for the site visit is provided in Exhibit A.

#### **4. Additional Charges**

It shall be understood by Vendors each proposal covers all work to be done. Additional charges will not be considered for work or expenses prior to execution of a contract. Examples of work not to be charged include but are not limited to, examining the RFP, attending the mandatory pre-proposal conference, submitting questions regarding the RFP, submitting a proposal, postage, post proposal meetings, and negotiating the contract.

#### **5. Complementary Documents**

All Contract documents are complementary and what is called for by one shall be as binding as if called for by all. The intent of the Contract documents is to include in the Contract price, the cost of all labor, materials, tools, supplies, equipment, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

#### **6. Questions and Addenda**

No oral interpretation will be given to Vendors as to the meaning of specifications, technical data, drawings, or other documents incorporated herein. A Vendor may submit a written request to Kitsap, using the address shown on the cover page, for interpretation of any part of the RFP or Contract documents. Requests for interpretation shall be made in writing and delivered not later than the due date established in the Schedule of Events Exhibit. Every interpretation by Kitsap will be issued as addenda to the RFP, posted at the Kitsap website, and transmitted by e-mail to all Vendors who registered at the pre-proposal conference. Kitsap shall not be responsible for any other explanation or interpretation.

Addenda will be posted to the Kitsap 911 Open RFPs website, at <http://www.kitsap911.org/rfp/>.

Vendors bear exclusive responsibility to check the website for any addenda, questions, revisions, etc., prior to the proposal due date.

#### **7. Alternate Equipment**

Vendors must meet minimum specifications in their proposal. Vendors may propose alternate equipment and materials, acceptance of which shall be at the sole discretion of Kitsap 911.

**8. Reference to Addenda**

Proposals shall include reference to all addenda issued during the time for submitting proposals the same as if addenda content had been included in the original RFP. Addenda received by the Vendor shall be listed on the face of the proposal package, as shown in Exhibit I.

**9. Responsibilities & Items to be Furnished by Kitsap 911**

The following items shall be furnished by Kitsap 911 in furtherance of the project.

- A. Site access.
- B. Additional expectations of a Vendor regarding items or services furnished by Kitsap 911 shall be clearly stated in the proposal.

**10. Major Items & Responsibilities of the Contractor**

The proposal shall include all items but is not limited to providing only the items detailed on the proposal form in Exhibit D, that may be necessary to provide the Furnished System. All ancillary or incidental items are understood to be required and included and shall be furnished and installed as set forth in the RFP. Unless otherwise agreed to in-writing, the Contractor shall:

- A. Furnish, install, and test all proposed Furnished System equipment using personnel certified by or otherwise approved as trained and competent for the task as determined by the UPS equipment manufacturer.
- B. Comply with Kitsap 911's operating and scheduling requirements, including the need for continuity of essential communications.
- C. Perform specific elements of the work during periods which will limit interruptions of Kitsap's use of existing communications circuits/facilities and based upon availability of access to the site.
- D. Ground and bond all equipment as specified herein, and by any applicable local codes, including providing control line and power line surge protection equipment, antenna and transmission line grounding, and equipment grounding.
- E. Seal all penetrations of building entrances with suitable boots and industry-standard weatherproof material intended for the specific entry port to make the penetrations waterproof, rodent-proof, and insect-proof.
- F. Leave all sites in a neat, safe condition throughout the installation phase of the project. All rubbish, temporary material, and equipment (to the extent generated or

- used by the Contractor in this implementation) shall be subject to removal by the Contractor.
- G. Drawings, design iterations, and project management with Kitsap shall be an included part of the project.
  - H. Storage space for decommissioned/dismantled/removed equipment.

## **11. Bonds**

### A. Proposal Bond

Each proposal shall be accompanied by a certified check or a bond for five percent (5%) of the total amount of the proposal. The check shall be valid for the duration of the work proposed by the Vendor, plus six months, after completion of the warranty. If more than one proposal is submitted by a Vendor, one certified check or one bond, may be submitted for all the proposals in the amount of five percent (5%) of the greatest cost proposal. Such check or bond shall be provided as a guarantee that the Vendor will execute a contract with Kitsap and shall be payable to Kitsap 911, Bremerton, WA. EIN 81-2446001. Refer to Exhibit L.

### B. Performance and Payment Bond

The Contractor shall, before the Contract is signed, provide a performance bond satisfactory to the Owner in an amount not less than the Contract price for the faithful performance of the Contract. The duration of the performance bond shall extend through the first year of maintenance required by this Contract. Refer to Exhibit M.

Additionally, the Contractor shall provide a payment bond with the obligation that such Contractor shall promptly pay all persons supplying labor or material in the performance of the work provided in the Contract. Refer to Exhibit N.

Such performance and payment bonds shall be furnished to the Owner or its authorized agent within ten days after date of notice of contract award. If the Contractor fails to furnish such bond in the time stated, the Owner may withdraw the award of contract and retain the proposal surety.

In case the Contractor is a partnership, each partner shall sign each of the bonds.

## **12. Holding Time for Proposal Security**

No Vendor will be required to leave its certified check or bond posted for more than 90 days after the proposal opening date. At the option of Kitsap, the proposal security of individual Vendors for which a contract award is not contemplated may be returned prior to contract award. The certified check of the successful Vendor will be returned upon

execution of the Contract and fulfillment of Contract surety provisions.

**13. Retainage of Performance Security Submissions**

The Vendor will represent that it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until Kitsap has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

Prior to release of retainage, the Vendor shall provide the following:

- Affidavit of Wages Paid from Department of Labor
- Certificate from the Department of Revenue that all taxes and penalties are paid.
- Certificate from Vendor that all suppliers and subcontractors have been paid and that there are no liens against the project.

At the conclusion of the contract, the Vendor shall provide Kitsap the original and L&I approved Affidavits of Wages Paid from the Vendor and the subcontractors (if any). Kitsap will not release retainage until all approved Affidavits are received and the Department of Revenue has authorized release of retainage.

**14. Prevailing Wages**

In submitting this proposal, the vendor acknowledges that Kitsap 911 purchases are subject to the payment of Prevailing Wages, the terms of Washington state's Public Works laws and regulations, and taxes.

<https://dor.wa.gov/taxes-rates/sales-and-use-tax-rates>

**15. Proposal Submissions**

The proposal shall consist of one (1) original paper copy of all items referenced below. Additionally, two (2) electronic copies of the proposal on USB Thumb-Drives (without encryption or password) shall be submitted. Vendors must submit all items, or their proposal will not be considered.

- A. RCW 39.04.350 Mandatory Bidder Responsibility Checklist, Certification of Compliance with Wage Payment Statutes, and Non-collusion Affidavit
- B. The proposal including prices and specified exhibits in various document formats as required.
- C. The proposal surety in the form of a check or bond.
- D. A complete list of all equipment to be furnished including catalog sheets and specifications.

- E. Line drawings as appropriate to illustrate proposed equipment, interfaces, and connections. The Vendor shall provide an exhibit with their proposal describing equipment footprint, suggested scaled drawing (plan view and rack elevations) for their equipment, thermal contribution, environmental and power requirements, and space requirements for every principal item in their proposed inventory.
- F. All exhibits necessary to evaluate Vendor's qualifications.
- G. The names and addresses of each proposed subcontractor, if any, together with that part of the work to be subcontracted to each.
- H. Any other information required by this RFP or appropriate to describe Vendor's products, services, financial resources and stability, and implementation methods.
- I. Exhibit D provides a summary of items that shall be submitted.

## **15. Proposal Forms**

All information shall be entered on proposal forms included in various attached Exhibits or photocopies thereof. All blank spaces in the proposal form shall be completed in ink or by machine printer. The Vendor shall be required to furnish item prices summing to lump sum prices shown on the proposal form prior to final contract execution as well as itemized pricing.

Soft copies of proposal forms and associated Exhibits will be available at Kitsap 911's Open RFPs website, at <http://www.kitsap911.org/rfp/>.

Use of the soft copies and machine printed information, eliminating / reducing the need for handwritten information, is preferred.

### **A. Errors**

Although machine printed proposals are preferred, an error may be lined out and the correction may be entered, provided the correction is initialed by the person(s) signing the proposal. In case of a difference between written words and figures in the proposal, the written words shall control. In case of discrepancy between unit and extended prices, the unit price shall control. In case of discrepancy between paper documents and soft copies, the paper documents shall control.

### **B. Execution**

Proposals must be signed using permanent ink to be valid. Proposals made on behalf of partnerships shall be signed in ink by all partners. A proposal made by a corporation shall be signed in ink by a duly authorized officer of the proposing corporation; or, if signed by an attorney-in-fact for the corporation, a power of

attorney evidencing the authority of the individual signing shall accompany the proposal.

C. Vendor Primary Contact Information

Complete the form at Exhibit J with Primary Contractor information.

D. Subcontracting

No part of the work shall be sublet without the written consent of Kitsap.

E. Withdrawal or Modification of Proposal

A proposal may be wholly withdrawn by letter or in-person before the time specified for opening. Proposals may be modified prior to opening by written notice to Kitsap. A modification shall not reveal the proposal price but shall provide that an addition or subtraction to the final prices or terms will not be given to Kitsap before any sealed proposal is opened. Modifications may not be withdrawn after the time set for opening of proposals. No oral changes, alterations, or changes in conditions will be accepted under any circumstances.

F. Incidental Costs

Kitsap will not be responsible for any cost incurred by a Vendor or others in preparing the proposal, during the evaluation or demonstration of any product, or in any subsequent negotiations arising from the submission of a proposal.

G. Proprietary Information

Information disclosed in proposals shall become the property of Kitsap 911 and will be distributed to the evaluators of these proposals and others, if required. Information marked "Trade Secret" by the Vendor shall be protected to the extent permitted by Washington law.

**16. Proposal Package**

Each proposal shall be in an opaque, sealed envelope or package. The proposal container shall be marked on the outside with the name of the Vendor and the name of the project, together with number of addenda received using the address format shown in Exhibit O.

**17. Proposal Opening**

Proposals must be received by Kitsap at the address set forth in this RFP on or before the date and time as set forth in Exhibit A of this RFP. Proposals will be opened, and the



name of the Vendor read aloud. Details of each proposal, including price, shall not be announced or disclosed at the time of opening.

**18. Partial Proposals**

Partial proposals will be considered. No proposal will be accepted unless individual costs are listed on the proposal form as requested and all information called for in Exhibit D , is provided.

**19. Award or Rejection, Irregularities, and Kitsap 911**

Kitsap reserves the following rights:

- Accept any or reject any/all proposals received.
- Waive defects, modify irregularities, informalities, or inconsistencies in any proposal received.
- Select, for contract, or for negotiation, a proposal(s) or any portion of a proposal(s) that appears, in the opinion of Kitsap, to be most advantageous to Kitsap.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at a time.
- Increase and/or decrease quantities of individual items based upon line-item pricing required by this RFP.
- Terminate negotiations and select the next most responsive vendor, prepare, and release a new Request for Proposals, or take such other action as Kitsap deems appropriate if negotiations fail to result in an agreement within appropriate initiation of negotiations.

**20. Non-Conforming Exceptions & Clarifications**

A "clarification" in a proposal response may be considered an exception to RFP. A response including contractual terms and conditions not conforming to Kitsap's terms and conditions in the RFP may be subject to rejection as non-responsive. Kitsap reserves the right to permit a Vendor to withdraw nonconforming terms and conditions from its proposal.

**21. Proposal Evaluation**

Proposals will be evaluated based on significant factors and their relative importance evaluation.

<b>Evaluation Criteria</b>	
<b>Factor</b>	<b>Importance</b>
Project Understanding and Approach	10
Proposed Equipment	20
Product and Resource Availability	10
Expectation of Delivery Performance Based on Past Delivery Performance	20
Annualized Costs for Equipment, Services, and Recurring Expenditures for Comparable Systems	40
<b>Total</b>	<b>100</b>

Each factor is described below with elements considered in awarding the importance points:

1. Project Understanding and Approach - Points will be awarded in proportion to the Proposer’s comprehension and thorough presentation of the following:
  - a. Understanding of the project requirements and compliance with the technical requirements established in the Proposal documents.
  - b. Overall delivery approach as described in the proposal with:
    - i. Detailed and tailored installation plan for Kitsap 911 including the number and duration of proposed outages.
    - ii. Detailed acceptance test plans tailored for Kitsap 911.
  - c. Acceptance of Contract Terms and Conditions found in section 5 of this RFP.
2. Proposed Equipment – Points awarded based on to the following:
  - a. Comprehensive nature of compliance with specified features.
  - b. Level of compliance with the Proposal Requirements as indicated in the Proposal Requirements Compliance Matrix
3. Product and Resources Availability – Points will be awarded based on the following:
  - a. Quoted lead times for manufacture and delivery of equipment and materials.
  - b. Availability of installation and testing resources after equipment is shipped.
4. Expectation of Delivery Performance Based on Past Delivery Performance – The best predictor of future performance is past performance. Points awarded based on the following:
  - a. Qualifications and Experience
  - b. Question and Answer Sessions with Proposal Team
  - c. Reference checks
  - d. Anticipated ease to work with the project team and compatibility with Kitsap project team.

5. Annualized costs for Equipment, Services, and Recurring Expenditures for Comparable Systems – Points awarded by comparing the annualized costs for equipment, services, and recurring expenditures for comparable systems. The Proposal with the lowest annualized costs for a comparable system will receive the full points available. The Proposer(s) with higher annualized costs for a comparable system will be awarded proportionate points by dividing the lowest annualized costs by the Proposer’s annualized costs, then multiplying the quotient by the total points available.
  - a. Comparable systems are generally described as reasonably equivalent in capacity, required features, and other capabilities. Adjustments to the proposed annualized costs may be made to align them for comparable systems.
  - b. Awarded points may be reduced for the following conditions:
    - i. The Proposer does not correctly and accurately complete the Pricing Form tables.
    - ii. The Proposer does not provide details to in support of equipment costs, or details on labor rates (i.e., estimated hours with assumptions on travel and overtime, etc.), and ongoing support costs.

By submitting a proposal, the Vendor agrees Kitsap may make such investigation as it deems necessary to determine the ability of the Vendor to perform the work. The Vendor will be required to furnish Kitsap with all such information and data as may be requested for this purpose. Kitsap reserves the right to reject any proposal if evidence submitted by the Vendor or investigation fails to satisfy the condition that the Vendor is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

## **22. Notice to Proceed**

The successful Contractor shall not commence work before a written Notice to Proceed is issued by Kitsap.

## **23. Verification of Work**

Before ordering any material or doing any work, the Contractor shall verify all information, measurements, interface requirements, network configurations, and other essential details at every site of the work, with Kitsap, or via Kitsap’s designated representative(s). The Contractor shall be responsible for ensuring that their equipment solutions will successfully integrate with verified conditions and shall immediately notify Kitsap in writing of any discovered discrepancies. The Contractor shall not proceed with ordering, manufacturing, installation, or integration until any identified discrepancies have been reconciled with Kitsap in writing.

## **24. Time for Completion**

All work contemplated under the Contract shall be complete and ready for service not

later than the date committed to by the Contractor in the proposal. The Contractor may assume award of the Contract will occur not later than the date established for this event in the Schedule of Events. The Vendor shall include with the proposal an estimated schedule showing ordering and delivery interval, mobilization, installation, testing, training, and acceptance activities. This estimated schedule shall identify principal milestones and critical path dates where Kitsap actions are required. Kitsap reserves the right to negotiate scheduling details for the various equipment and systems with any Vendor.

\*\*\*End of Section 4 Instructions to Vendors\*\*\*

## SECTION 5 CONTRACT TERMS AND CONDITIONS

These Contract Conditions shall become part of the Contract Documents except as specifically stated otherwise and shall apply to the work of *all* parties engaged in the performance of the Contract.

### 1. DEFINITIONS

#### A. Consultant

*\*\*\*None currently designated\*\*\**

#### B. Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements whether written or oral. The Contract may be amended or modified only by a written modification signed and dated by both parties. The Contract shall be construed to create a Contractual relationship only between Kitsap 911 and Contractor. The Contract consists of the Contract documents.

#### C. Contractor and Contracting Party

The Contractor is the Vendor selected to do the Work of the project Contract and identified as such in the Contract. The term "Contractor" and "Contracting Party" means the Contractor or its authorized representative.

#### D. Contract Documents

The Contract Documents consist of the Agreement between Kitsap 911 and Contractor, Instructions to Vendors, Proposal, Proposal Bond, Performance Bond, Payment Bond, General & Supplementary Conditions, Specifications, Diagrams, and addenda as may be issued prior to execution of the Contract, plus other documents listed in the Agreement and modifications issued after execution of the Contract.

#### E. Final Acceptance

The event and date when the Owner affirms the Furnished System and services supplied by the Vendor has been designed, furnished, installed, tested, and is operational according to the RFP, specifications and Contract.

F. Furnished System

The complete program of work and equipment described in this RFP and incorporated in the Contract.

G. Modification

A modification is a written amendment to the Contract signed by both parties or a Change Order.

H. Owner

The Owner is Kitsap 911. The term "Owner" also means the Owner's authorized representative. The Owner is also referred to in these documents as "Kitsap."

I. Owner's Forces

Those employees, agents, contractors, or others utilized by the Owner to perform Work or provide services related to this Contract.

J. Project Manager & Designated Representative

Project Manager and designated representative for the Owner shall be identified prior to contract award.

K. Subcontractor

Any individual, firm, or corporation to whom the Contractor sublets any part of the Contract for supplying labor and/or materials.

L. Specifications

The Specifications are that portion of the Contract Documents consisting of written requirements for materials, equipment, standards, performance, and workmanship for the Work and delivery of related services.

M. The Furnished System

The work in its entirety, including labor and other services, required by the Contract. At the completion of the project, and/or at certain milestones agreed to in the Contract, the Furnished System shall be fully tested and demonstrated to be operating reliably and to the satisfaction of the Owner pursuant to the requirements of the Contract.

N. Work

Work means all labor, materials, transportation, expenses, freight, and such other costs necessary to complete the project or related drawings and specifications. The work is included in the Furnished System.

O. Written Notice or Order

A written notice or order shall be deemed to have been duly served on the date it is delivered in person to an individual or an officer of a corporation for whom it is intended, or on the date it is sent by certified mail to the last known business address of the addressee.

**2. TITLES**

Titles to divisions and paragraphs in these Contract Documents are used merely for convenience and shall not form a term or provision of the Contract. No responsibility, either direct or implied, is assumed by Kitsap for omissions or duplications by the Contractor, due to real or alleged error in arrangement of materials in these Contract Documents.

**3. INSURANCE**

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Part, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit Kitsap 911's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. Kitsap 911 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for Kitsap 911 using ISO Additional Insured endorsement CG 20 26 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability Insurance appropriate to the Consultant's profession

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability Insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Kitsap 911 Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, Kitsap 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to Kitsap 911 evidence limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as



respect Kitsap 911. Any insurance, self-insurance, or self-insured pool coverage maintained by Kitsap 911 shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current Best rating of not less than A: VII.

H. Verification of Coverage

The Contractor shall furnish Kitsap 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by Kitsap 911, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that Kitsap 911 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

The Contractor shall provide Kitsap 911 and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which Kitsap 911 may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Kitsap 911 on demand, or at the sole discretion of Kitsap 911, offset against funds due the Contractor from Kitsap 911.

**4. INDEMNIFICATION / HOLD HARMLESS**

The Contractor shall defend, indemnify, and hold Kitsap 911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole negligence of Kitsap 911.

However, should a court of competent jurisdiction determine that the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Kitsap 911, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Contract.

**5. GOVERNMENTAL APPROVALS**

Contracting Party acknowledges that various undertakings of Kitsap 911 described in this Agreement may require approvals from the Kitsap 911 Board and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation of funds by the Kitsap 911 Board. Kitsap 911's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. Kitsap 911 cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

**6. STANDARD OF PERFORMANCE**

Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state, and local laws, regulations and ordinances, and all provisions of this Agreement.

**7. FULLY QUALIFIED**

Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

**8. SCOPE OF SERVICES**

Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. Kitsap 911 may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. If such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

**9. CHANGE OF SCOPE**

The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully defined during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

**10. NON-DISCRIMINATION**

The Contractor agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, affectional preference, marital status, status with regard to public assistance, disability, or age insofar as they relate to Contractor's performance of the Contract. Such action shall include but not be limited to employment, promotion, demotion, transfer, advertising for employees, layoff, termination, rate of pay and other forms of compensation, selection for training, and apprenticeship.

It is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any

of the services to be performed under this Agreement a provision like the above paragraphs, together with a clause requiring such insertion in further subcontracts that may in turn be made.

**11. INDEPENDENT CONTRACTORS**

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed because of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

**12. SUBCONTRACTORS**

A. Permission to Subcontract

The Contractor shall not sublet any part of his Contract without the written consent of Kitsap. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to Kitsap 911 for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

B. Responsibility of Contractor

The Contractor agrees that it is fully responsible to the Owner for acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

C. Contractual Relationships

Nothing contained in the Contract Documents shall create any Contractual relationship between any subcontractor and the Owner nor any obligation on the part of the Owner to pay, or to see to the payment of, any sums to any subcontractor.

D. Terms of Subcontracts

The Contractor shall not write any subcontract at variance with the Contract Documents and the provisions of the Contract Documents shall be incorporated into any subcontract agreement.

**13. ENTIRE AND SUPERSEDING AGREEMENT**

This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject

matter hereof, and all prior agreements, correspondences, discussions, and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of, granting approvals or conditions attendant with such approval, the specific action of Kitsap 911 shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Contract Terms and Conditions, the Contract Terms and Conditions shall take precedence.

#### **14. SEPARATE CONTRACTS**

##### A. Rights Reserved

The Owner reserves the right to let other Contracts or issue purchase orders in connection with the Work and/or perform work with Owner Forces. The Contractor shall afford other contractors a reasonable opportunity for introduction and storage of their materials and execution of their work. The Contractor shall confer with all other contractors on work to be done to the end that construction shall proceed in a manner to cause the least delay to all concerned and that work of all other trades may be installed without conflict. All work shall be coordinated with the Owner insofar as time of installation and covering up of work is concerned.

##### B. Coordination of Work

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that renders it unsuitable for such proper execution and results. Failure to so inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for reception of the Work, except as to defects which may develop in the other contractor's work after execution of the Contractor's Work.

##### C. Work By Owner's Forces

Nothing in the Contract Documents shall preclude the Owner's right to do work on the sites during the period the Contract is in effect. Contractor shall not object to or impede Owner's access to the sites for the purpose of such work.

##### D. Workday

The Contractor shall perform work during a normal working day of eight hours whenever possible. The Contractor and subcontractors shall confine their operations on the site to a normal working day beginning and ending at the same time whenever possible.

**15. ASSIGNMENT**

No party to the Contract shall assign the Contract or sublet it in whole or in part without written consent of the other party, nor shall the Contractor assign any monies due or to become due to it hereunder, without previous written consent of the Owner.

**16. CORRELATION AND INTENT OF DOCUMENTS**

A. Complementary Documents

Contract Documents are mutually complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for proper execution of the Work.

B. Descriptive Terms

Materials or work described in words which have a well-known technical or trade meaning shall be held to refer to such meaning.

**17. ERRORS OR OMISSIONS**

A. Discovery

If the Contractor discovers any error or omission in the Contract diagrams or specifications or in the Work, it shall immediately notify the Owner in writing who shall be permitted to make such corrections and interpretations as may be deemed necessary for fulfillment of the intent of the drawings and specifications. Contractor shall not take advantage of any apparent error or omission in the drawings or specifications.

B. Priority of Instructions

In case of discrepancy, specifications shall govern over diagrams.

C. Knowledge of Error or Omission

If, knowing of an error or omission and prior to correction thereof, the Contractor proceeds with any work affected thereby, it shall do so at its own risk. Work so done shall not be considered as work done under the Contract unless and until approved and accepted.

D. Correction of Error or Omission

Owner will furnish additional instructions with reasonable promptness, by means of drawings, addendum, or other manner, necessary for proper execution of the Work. All such instructions shall be consistent with the Contract and reasonably inferable

therefrom.

**18. AUTHORITY OF THE OWNER**

A. Amend Work

The Owner shall have the right, as the work progresses, to alter the specifications or Work subject to the limitations set forth in the Contract documents.

B. Suspend Work

The Owner shall have authority to suspend the Contractor's operations, wholly or in part, for such period or periods of time as may be necessary because of unsuitable weather or site conditions or other conditions which Owner considers unfavorable for the performance of the Work, or because of non-completion of work being done under other contracts in the same or adjacent areas, or for such time as may be necessary because of failure of the Contractor to comply with provisions of this Contract. Such suspension of work will be in writing and will state the reason for such suspension, the effective date, and operations suspended. Any work done by the Contractor contrary to such suspension of work notice will be considered unauthorized work and as having been done at the sole cost and expense of the Contractor. A resumption of work notice will be issued by the Owner in writing when, in Owner's opinion, conditions which justified the suspension no longer exist.

C. Other Authority

In addition to the above authority, the Owner shall have such other rights and powers as are specified elsewhere in the Contract Documents. Decisions and determinations and the exercise of the Owner's authority, where additional costs are involved, are subject to review by the Owner and to the Owner's approval before becoming effective.

**19. DISPUTES**

The Contract shall be interpreted and construed in accordance with the laws of the State of Washington. Except as otherwise provided, any dispute concerning a question of fact arising under the Contract which is not resolved by agreement shall be decided by the Owner, who shall reduce the decision to writing and mail, or otherwise furnish, a copy thereof to the Contractor at the addresses shown in the Contract. Such decision shall be final and conclusive unless, within 14 days of the date of the decision, a written request for mediation is given to the Owner. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of the Contract in accordance with the Owner's decision. Nothing in this section shall preclude appropriate legal remedies available to any party.

**20. CLAIMS BY OTHER CONTRACTORS**

If, through acts of neglect on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and hold harmless the Owner against any such claim.

**21. PATENTS, COPYRIGHTS, AND ROYALTIES**

A. Hold Harmless

The Contractor shall hold harmless the Owner and its officers, agents, servants, and employees from liability of any nature or kind, including costs and attorney's fees, for, or on account of, any patented, copyrighted, or not patented/not copyrighted invention, process, computer program however accessed or used, article, or appliance manufactured or used in the performance of this Contract, including its use by the Owner, unless otherwise specifically provided in the Contract Documents.

B. Fees

License and/or royalty fees for the use of a process or copyright must be reasonable and paid to the holder of the patent or copyright, or its authorized licensee, directly by the Owner and not through the Contractor except as provided otherwise in writing by the Owner.

C. Agreements

If the Contractor uses any design, device, program, or material covered by letters of patent or copyright, it shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, program, or material. Without exception, the Contract price shall include all license and/or royalty fees or costs arising from the use of such design, device, program, or material in any way involved in the work. The Contractor and/or its sureties shall indemnify and save the Owner harmless from any and all claims for infringement by reason of use of such patented design, device, material, trademark, or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any costs and expenses including attorney's fees, or damages which it may be obligated to pay by reason of such infringement at any time during the performance of the Work or after completion of the Work.

**22. PERMITS, LICENSES, AND REGULATIONS**

A. Owner Furnished



Permits and licenses, if any, for permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified.

B. Contractor Furnished

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work. Permits and licenses of a temporary nature necessary for performance of the Work shall be secured and paid for by the Contractor as appropriate.

**23. TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING**

Sales tax payments, personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required because of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

**24. SUPERINTENDENCY AND STAFFING**

A. Plans/Specifications on the Job Site

The Contractor shall have a complete set of specifications available to all personnel working on the project at all times while work is in progress, shall assume full responsibility for supervision of the work irrespective of the amount of work sublet and shall give the work the constant attention necessary to facilitate satisfactory progress and to assure completion in accordance with the terms of the Contract.

B. Superintendent

Throughout the term of the Contract, the Contractor shall provide and always have a trained, experienced, and competent superintendent in charge of the project who will personally be available at the site of the work on 24 hours' notice. Name and contact information of the project superintendent shall be promptly disclosed to the Owner upon notice of pending Contract award. The superintendent may be either the Contractor himself or a responsible employee who has been authorized to act on the Contractor's behalf. This individual shall be fully authorized to conduct business with subcontractors; to execute orders and directions of the Owner without delay; and to promptly supply materials, tools, labor, and incidentals necessary for performance of the Work.

C. Services

The Contractor agrees the superintendent shall perform regular and significant services hereunder throughout the term of the Contract. This person shall also render significant services with respect to obligations of the Contractor to be fulfilled subsequent to acceptance of the Work by the Owner, unless said person is no longer in the employ of the Contractor or a disability due to mental or physical illness or accident or any reason

outside reasonable control of the Contractor precludes the superintendent from rendering services for a period of eight consecutive days, or the Owner consents in writing to the superintendent performing less or no services under the Contract.

D. Job Foreman

At all times while work is actually being performed at the work sites, the Contractor shall have at the site of the work a competent individual who is authorized and fully capable of managing, directing, and coordinating the work; who is thoroughly experienced in the type of work being performed; who is capable of reading and thoroughly understanding the specifications, contract and related documents; and who is authorized to receive instructions from the Owner and its representatives. If this individual is an employee of someone other than the Contractor, the individual shall have written authorization from the Contractor to act in a supervisory capacity. This individual and the superintendent having overall responsibility for proper execution of the Contract may be one and the same person so long as this individual is constantly available in person at the work site and is fully qualified in all other respects.

E. Adequate Staff

The Contractor shall engage such persons as may be required to fulfill Contractor's obligations herein. The Contractor hereby agrees that all individuals working under this Contract shall be properly trained, qualified, and competent to perform tasks assigned to them. Contractor may replace any and all persons not specifically named above provided any such substitute person possesses the training and qualifications above specified. Contractor shall replace with an expeditious and good faith effort, any and all of the persons performing services hereunder when requested by the Owner whenever the Owner deems the same to be in its best interest. Any such substitute person shall commence his/her responsibilities hereunder no later than fifteen days after receipt of the Owner's replacement request. When requested by the Owner, Contractor shall forthwith furnish résumé, statement of qualifications, and other information to permit a proper review of qualifications of any substitute person.

**25. INSPECTION OF WORK**

The Owner shall have access to the work whenever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection. The Contractor shall give the Owner and/or anyone designated by the Owner, ample notice of readiness for inspection of any work ordinarily requiring inspection.

**26. PROTECTION OF WORK AND PROPERTY**

A. Safety

Unless specifically included as a service to be provided under this Agreement, Kitsap 911 specifically disclaims any authority or responsibility for general job site safety, or the

safety of persons or property. Contracting Party shall be responsible to follow all safety regulations per state and federal guidelines and to create and maintain a safe working environment.

B. Adequacy

The Contractor shall continuously maintain adequate protection of all the work from damage and shall protect the Owner's property from injury or loss arising from the work. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. Contractor shall make good any damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The unscheduled or uncoordinated disruption of communications systems, circuits, equipment, or processes shall be considered a prima facie breach of this contract.

C. Emergencies

In an emergency affecting safety of life or damage to property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and shall so act, if so instructed or authorized by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Owner and Contractor.

**27. MATERIALS AND WORKMANSHIP**

A. Quality

Unless otherwise specified, all, equipment, materials, and articles incorporated into the Work covered by the Contract shall be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of materials proposed to be incorporated into the work. The Contractor shall furnish to the Owner for its approval the name of the manufacturer of equipment it contemplates installing, together with their performance capacities and other pertinent information.

B. Assumed Standards

If not otherwise provided, materials or work called for in the Contract shall be furnished and performed in accordance with established practice and standards recognized by Communications Engineers and the trade.

C. Qualifications of Workers

Workers shall be qualified for their respective trades. Workers of the Contractor, and any subcontractor used, shall have been regularly engaged in installing similar equipment for at least the past year. Laborers or unskilled workers shall not be used in

lieu of skilled tradesmen when skilled tradesmen are called for.

D. Product Information

When required by the Contract or called for by the Owner, the Contractor shall furnish the Owner for approval full information concerning materials or articles which it contemplates incorporating into the work. Samples of materials shall be submitted for approval when so directed. Equipment, materials, and articles installed or used without approval shall be done so at Contractor's risk and if subsequently rejected will be at no cost to the Owner.

**28. OR EQUAL CLAUSE, SPECIFIED EQUIPMENT**

A. Equality

Where specific material or equipment is named in the specifications and includes the words "or approved equal", it is understood that other makes of equal size, quality, and performance will be accepted, *if* approved as equal by the Owner in writing prior to the submission of proposals. Requests for such approval must be made to the Owner not later than the date for final questions established at the time of the pre-proposal conference. Approval of material or equipment as equal to that specified will be made in writing in the form of an addendum issued by the Owner. The proposal and any alternate proposal shall be based on materials only as specified or approved. Where material or equipment is specified and states "or equal", it shall be understood other makes of equal size, quality, and performance will be accepted without prior specific approval.

B. Proprietary Specifications

The specifications do not include any proprietary items, components, circuits, or devices precluding any manufacturer from producing equipment to meet the specifications. All tolerances, ratings, or other technically specified criteria contained within the Specifications are considered to be the state of the electronic art and are being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications, providing the above criteria are met, will not be sufficient cause to adjudge these Specifications restrictive. Should any of the above criteria not be met within the Specifications as to cause a portion of the Specifications to be proprietary, the Owner shall be advised immediately.

**29. CHANGE ORDERS TO THE CONTRACT**

A. Changes

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from, the Work within the general scope of the Contract through a change order. The Contract price shall be adjusted accordingly. All

such work shall be executed under conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. No changes in the Work covered in the Contract Documents shall be made by the Contractor without prior written consent of the Owner.

B. Procedure

Change Orders shall be executed in accordance with procedures required by the Owner. No work involving the change shall be done by the Contractor until a copy of the approved Change Order has been received by the Contractor. Verbal Change Orders may be authorized by the Owner only where loss of life or property or interruption of service appear imminent. Such changes shall be reduced to writing within a reasonable length of time in accordance with procedures herein stated.

C. Basis for Change

Change Orders will be issued for any change in the Contract price, materials used, manner of construction, quantities, or change in completion time. Change in amount of the Contract price will be determined by either of the following:

1. Unit prices previously approved. This option shall remain available to the Owner through the date of final acceptance of the work.
2. Equipment details and costs must be provided to assign costs to correct locations.

D. Communication

The Contractor's superintendent shall communicate changes in the Contract to all other trades involved with the work.

E. Minor Changes

Minor changes and/or adjustments as may be authorized by the Owner involving no change in the Contract price shall be verified by a no-cost change statement signed by the Contractor.

F. Price List

Contractor shall submit an itemized price list after Contract award for all items awarded. Where an item consists of several product items, unit prices shown on the list shall total the cost of the item unit cost. This price sheet will be used as the basis for costing Change Orders and increasing or decreasing quantities in the future at the Owner's sole option.

**30. CLAIMS FOR EXTRA COST**

If the Contractor claims any instructions issued after opening of its proposal involve extra cost as not provided for under the Contract, it shall give the Owner written notice thereof within a reasonable time after receipt of such instructions, and in any event before proceeding with the Work, except in an emergency endangering life or property or interrupting service. Such claims shall be reviewed by the Owner and may be negotiated with the Contractor.

**31. CONTRACT EXPANSION OR AMENDMENT**

The Owner reserves the right to negotiate extended maintenance terms at the time of Contract execution.

This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

**32. DEDUCTION FOR UNCORRECTED WORK**

A. Acceptance

If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, the Owner shall make an equitable adjustment with proper deduction from the Contract price for unsatisfactory work.

B. Condemned Work

The Contractor shall promptly remove from the work site and replace or redo, in accordance with the Contract and without expense to the Owner, all work condemned by the Owner as failing to conform to the Contract, whether or not incorporated into the project, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

C. Removal of Condemned Work

If the Contractor does not remove condemned work within a reasonable time fixed by written notice, the Owner may remove it and may store material or equipment at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days thereafter, the Owner may, ten days after written notice, sell such materials or equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should be borne by the Contractor.

D. Extended Responsibility

Neither the final certificate for payment nor any provision in the Contract shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, shall remedy any defects thereto and pay for any damage to other work resulting therefrom, appearing within a period of one year from date of the final certificate. Owner will give notice of observed defects with reasonable promptness. See *Guarantee*, for details concerning equipment maintenance during the guarantee period. All questions arising under this article shall be decided by the Owner.

E. Work of Others

Contractor shall not cut, dig, burn, weld to, or otherwise alter or modify the work of any other Contractor without consent of the Owner or his representative. The above is particularly applicable in reference to structural members and finished surfaces. All cutting, fitting, or patching shall be accomplished by only skilled tradesmen working in their respective craft area.

**33. APPLICATION FOR PAYMENTS**

A. Procedure

Applications for payment shall be made in the form required by the Owner. The Contractor shall submit concurrently to the Owner, not more than one application for payment each month and, if required, receipts or other vouchers, showing its payments for material and labor, including payments to subcontractors. The application together with a copy of the Contractor's monthly payment estimate shall be presented to the Owner for processing, approval, and payment.

B. Supporting Evidence

In applying for payment, the Contractor shall submit its applications for payment based upon the approved schedule of work, itemized in such form, and supported by such evidence, as will show its right to the payment claimed.

**34. PAYMENTS TO CONTRACTOR**

A. Compensation

Contracting Party will be compensated by Kitsap 911 for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted monthly by the Contracting Party to Kitsap 911. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the

Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

B. Schedule

A payment of 10% of the contract price will be made to the Contractor upon written Notice to Proceed, provided that the Owner has received a certificate of insurance, the performance bond, and the payment bond. Unless progress of the Work is unsatisfactory as determined by the Owner, or for other good and valid reasons, the Owner will make a partial payments basis on the project milestone schedule. In no case shall the sum of payments made exceed the percent of the Contract price allocated to installation of equipment until fully completed at all work sites, and then payments shall not exceed the percent of the Contract price allocated to training and pre-cutover testing plus installation until fully completed. Partial payments will be made according to the following:

The project payment milestone schedule is as the following:

- 10% payment upon written Notice to Proceed from Kitsap
- 75% upon completion of System Acceptance Testing
- 15% System Close Out.

C. Title

All work covered by partial payments shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from reasonable responsibility for the care and protection of work installed by, or to be installed by the Contractor, upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all terms of the Contract.

**35. PAYMENTS BY CONTRACTOR**

A. Schedule

The Contractor shall promptly pay for transportation (i.e. freight and shipping), expendable material, tools, other equipment, and other services so as not to incur any late payment penalties.

B. Payment of Subcontractors

The Contractor shall pay each of its Subcontractors not later than the date owed so as not to incur any late payment penalties.

**36. PAYMENTS WITHHELD BY OWNER**



Subject to state law, the Owner may withhold issuance of approval of any application for payment to the extent necessary to protect the Owner from loss on account of:

- Defective work not remedied.
- Claims filed or reasonable evidence indicating a probability a claim will be filed.
- Failure of the Contractor to make prompt payment to Subcontractors for material and labor.
- Reasonable doubt the Contract can be completed for the balance then unpaid.
- Damage to another contractor.
- Failure to complete the Contract within time specified.
- Failure to carry out the Contract in any other respect.

When the reason(s) for withholding payment are satisfied, a payment request certificate will be issued for the amount previously withheld.

**37. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

The Owner shall comply with applicable law in the payment of all bills arising from this Contract. The Contractor agrees to pay each and all its Subcontractors pursuant to applicable law. The Contractor agrees that it will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all suppliers, incurred in furtherance of the Contract.

The Contractor shall furnish satisfactory evidence all obligations of the nature hereinabove designated have been paid, discharged, or waived.

If the Contractor fails to do so, then the Owner may, after having served written notice on the Contractor, either pay directly unpaid bills of which the Owner has written notice, or withhold from the Contractor's unpaid balance a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. Any payment so made by the Owner shall be considered as payment made under the Contract by the Owner to the Contractor. The Owner shall not be liable to the Contractor for any such payment made in good faith.

**38. PRICE STABILITY & ADDITIONAL QUANTITIES**

The quantities specified are estimates for this project contemplated for immediate purchase. In the event additional proposed equipment is required or requested by the Owner, the Vendor shall agree to provide that equipment and associated services at the unit price contained in the Proposal for a period of one year after Final Acceptance of the Furnished System. The Contractor shall further ensure that proposed equipment shall be available for a period of five (5) years after acceptance of the entire system, either identical to that provided, or functionally and operationally compatible and meeting or exceeding the specifications of the equipment provided.

**39. PROGRESS CHART, SCHEDULE OF WORK.**

A. Reports

Within 15 days of receipt of Notice to Proceed, the Contractor shall furnish to the Owner a schedule for accomplishment of the Work. The schedule shall be revised and published periodically, and whenever deviations occur, until the Work is substantially complete. The schedule shall include a forecast of timing of principal events from date of publication to conclusion of the Contract; summary of work then in progress and planned for the next 30 days; work behind schedule and what is being done to regain lost time; and summary of other problems which may affect the work. The report shall be furnished to the Owner who shall rely upon the information to coordinate activities of other contracts and contractors associated with the Work.

B. Coordination with Others

The Contractor shall schedule work so as not to interrupt the daily routine of other functions at the work site and shall coordinate with Owner and others. During transition from the existing system to the Furnished System, it is important that no interruption occur in the ability of any user to use the system. To this end, the Contractor will be required to work closely with the Owner to schedule work to avoid disruption to Owner's business and operations activity. It may be necessary to make temporary connections to new or old equipment to meet this objective and work outside normal working hours. It is expressly understood that all costs required for such situations is to be included in the Contract price. No claim for extra payment will be considered except as provided in the Contract Documents.

C. On-Time Performance

The Contractor shall furnish sufficient forces and equipment and, notwithstanding other provisions, shall work such hours, including night shifts, overtime operations, Sundays, and holidays, as may be necessary to ensure the performance of the Work in accordance with the approved progress schedule. If, in the opinion of the Owner, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to come back on schedule. The Owner may require the Contractor to increase the number of shifts and/or overtime operations, and/or days of work, all

without additional cost to the Owner.

**40. TIME COMPUTATION**

Any period described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

**41. DELAYS**

If performance of Kitsap 911's obligations is delayed through no fault of Kitsap 911, Kitsap 911 shall be entitled to an extension of time equal to the delay.

**42. CUTTING, PATCHING & INTEGRATION**

Contractors shall do all cutting, fitting, splicing, patching, and integration that may be required to make the several parts fit together or to receive work of other contractors shown upon, or reasonably implied by the Specifications.

**43. USE OF KITSAP 911 PROPERTY**

Any property belonging to Kitsap 911 being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement. The property shall be returned to Kitsap in the same condition as it was furnished to Contractor, normal wear and tear excepted.

**44. TESTING OF EQUIPMENT AND FACILITIES**

A. Access

The Owner shall be permitted access to the Work at all times to make inspections and tests of materials and equipment. Contractor shall provide assistance to the Owner to perform all necessary operation and quality tests on the work sites. Contractor will not be required to furnish personnel for tests conducted off the work sites.

B. Notice

If the Specifications, Owner's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the

Owner timely notice of its readiness for inspection, and if the inspection is to be done by someone other than the Owner, the date for such inspection. Inspection by the Owner will be promptly made. If any work is covered without approval of the Owner, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

C. Re-Testing

Re-examination of questioned work may be ordered by the Owner, and if so ordered, it must be uncovered by the Contractor. If such work is found to conform to Contract Requirements, the Owner will pay the cost of reexamination and replacement. If such work is found not to conform to Contract requirements, the Contractor shall pay such cost, unless Contractor can show that the defect was caused by another contractor.

D. Final Inspection

The Contractor shall make all tests, inspections, and checks necessary to make the Work ready for regular service. When, in its opinion, all work required by the Contract has been completed, Contractor shall notify the Owner and request a date for final inspection of the work, including any test of operation or correct installation which may be appropriate. Contractor shall have on-hand at the installation site adequate test equipment to properly evaluate system operation. In presence of the Owner, the Contractor shall conduct complete functional performance tests of the system to demonstrate it meets performance guarantees and Contract specifications.

E. Final Payment

If the Owner finds the work acceptable under the Contract Documents and the Contract is fully performed, the Owner will promptly issue a certificate for payment stating that on the basis of Owner's observations and inspections, the Work has been completed in accordance with terms and conditions of Contract Documents and that the entire balance due to the Contractor and noted on the final certificate for payment is due and payable. The final certificate shall not operate to release the Contractor from any obligation under the Contract or from any legal responsibilities, guarantees, warranties, or maintenance duties required by the Contract.

**45. NON-COMPLIANCE**

Acceptance of the Work shall not release the Contractor from completing or correcting through the guarantee period any faulty, incomplete, or incorrect work discovered after acceptance.

**46. OWNER'S RIGHT TO DO WORK OR TERMINATE CONTRACT**

A. Termination for Cause

If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, Kitsap 911 shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of Kitsap 911 become the property of Kitsap 911.

Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to Kitsap 911 for damages sustained by Kitsap 911 by virtue of this Agreement by the Contracting Party, and Kitsap 911 may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to Kitsap 911 from the Contracting Party is determined.

B. Termination for Convenience

Kitsap 911 may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by Kitsap 911 pursuant to this provision, Contracting Party shall be paid an amount which is the same ratio to the total compensation as the services actually and satisfactorily performed for the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party shall be determined by Kitsap 911.

C. Contractor Default

If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or it should persistently or repeatedly refuse or fail to supply properly skilled workers or proper materials in the judgment of the Owner, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner or otherwise be responsible for a substantial violation of any provisions of the Contract, then the Owner, upon written certificate of the Owner that sufficient cause exists to justify such action may declare the Contractor in default, and without prejudice to any other rights or remedies, and after giving the Contractor and sureties twenty-one (21) days' notice in writing, terminate the Contract and take possession of the work sites and of all materials, tools, appliances, and equipment thereon. In such case, the Contractor shall not receive any further payment until the work is finished.

D. Contract Violations

In the event that any of the provisions of the Contract are violated by the Contractor, or by any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of its intention to terminate the Contract and, unless within twenty-one (21) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon expiration of said twenty-one days, cease and terminate.

E. Performance By Surety

In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract as provided by the performance bond, provided, however, that if the surety does not commence performance thereof within twenty-one (21) days from the date of mailing to such surety of notice of termination, the Owner may take over the Work and complete it at the expense of the Contractor and surety. In such event the Owner may also take possession of and utilize such materials, tools, equipment, supplies, appliances, and plant as may be on the work sites work and necessary therefor. The Contractor and its surety shall be liable to the Owner for any and all excess cost occasioned thereby.

**47. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

A. Grounds For Stopping Work

If the Work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by it, or if the Owner's designated representative should fail to issue any certificate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within thirty days of the issuance of a certificate for payment any sum certified by the Owner, then the Contractor may, upon seven days written notice to the Owner, the default not having been corrected within that period, stop work or terminate the Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit.

B. Exception

Work which has been suspended, wholly or in part, by the Owner in accordance with the part of this contract – *Authority of the Owner* – or certificates for payment withheld by the Owner, shall not constitute grounds for termination of the Contract.

**48. POSSESSION PRIOR TO COMPLETION**

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract. If such prior possession or use by the Owner delays progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price and/or time of completion will be made, and the Contract shall be amended in writing.

**49. TIME FOR COMPLETION OF WORK**

A. Agreement

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning, rate of progress, and time for completion of the Work to be done are essential conditions of the Contract; and it is further mutually understood and agreed that work embraced in the Contract shall be commenced within ten calendar days after date of issuance of Notice to Proceed. Contractor agrees that work shall be performed regularly, diligently, and at such rate of progress as will assure completion of the Work by the date designated for completion.

B. Extension of Time

Date of Contract completion as described in *Project Description* will only be extended by the Owner for delays beyond the control and without the fault or negligence of the Contractor, such as acts of God, acts of the public enemy, acts of a governmental entity, acts of the Owner, its agents or employees, fire, strikes, floods, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather.

**50. EXAMINATION OF THE SITES**

The Contractor shall revisit the work sites after contract award and carefully examine same to become familiar with existing conditions; no claims will be allowed for work which should have been foreseen by the Vendor and included in its proposal.

**51. LAYING OUT WORK**

A. Installation Details

Contractor shall lay out work from information given in these Specifications and agreed to by the Contract. Before ordering any material or doing any work, the Contractor shall confirm space availability, space required, tower strength and capacity (when applicable), cable lengths, signal interfaces, software interfaces, and confirm with the Owner the details of the project to include verification of how continuity of service will be preserved. Contractor alone shall be responsible for such information.

B. Extra Charges

No extra charge or compensation will be allowed on account of differences between actual conditions and the Specifications without written approval of the Owner. Any differences between these Specifications and actual conditions shall be submitted to the Owner for consideration before proceeding with the Work.

C. Work By Others

Before starting any operation, the Contractor shall examine existing work and facilities, including work performed by others, to which its furnished system or related work adjoins or is applied and shall report to the Owner any conditions that will prevent satisfactory accomplishment of the Contract. Failure to notify the Owner of deficiencies or faults in other work shall constitute acceptance thereof and waiver of any claim of its unsuitability.

**52. PROJECT REPORTING & SCHEDULE**

Periodic project status updates must be provided by the Contractor on the status of the equipment order, expected delivery date, permit status, expected installation dates, etc. Since the installation and testing must be coordinated with the Kitsap 911 operations, a schedule must be provided by the Contractor. If applicable, Project status and schedule updates must include:

- Schedule updates including milestones.
- Obstacles encountered and corrective measures undertaken.
- Issues requiring Owner attention.
- Issues which may affect project price, implementation, inventory, completion status *and* Contractor's recommendation concerning the issues.
- The latest complete list of close out documents.

**53. NEW MODELS**

Equipment supplied shall be new and of the latest design presently in production for models furnished by the manufacturer. If construction of any equipment proposed has commenced during six months preceding the contract award, the Contractor may be required to supply information concerning quantities produced to date, field performance reports, repairs required, and specific customers supplied. The Owner reserves the right to require the vendor to furnish samples for approval of such equipment at the Contractor's sole cost and expense before making an award or, upon mutual agreement with the Owner, to permit the Owner to inspect an installation(s) which is in-service and operating which uses equipment comparable to that proposed.



## **54. STANDARDS**

All equipment shall be designed, built, and tested to comply with recognized standards as appropriate which are established by:

- a) American Standards Association (ASA)
- b) American Society of Testing and Materials (ASTM)
- c) Institute of Electrical and Electronic Engineers (IEEE)
- d) National Electrical Manufacturers Association (NEMA)
- e) National Fire Protection Association (NFPA)
- f) Telecommunications Industry Association-Electronic Industries Association (TIA-EIA)
- g) Federal Communications Commission (FCC)
- h) Bellcore & Telcordia
- i) Motorola R56 Standards and Guidelines for Communications Sites (R56)

Where minimum standards of performance criteria are set forth, no compromise of these standards or performance criteria will be considered. Where specific standards are not mentioned, the Contractor shall incorporate equipment and methods consistent with reliability and performance elsewhere specified. FCC approval, where required, shall be in-hand before submitting a proposal.

## **55. STORAGE OF MATERIALS**

The Contractor shall provide for storage of materials and equipment not yet incorporated into the Work. Responsibility for protection and risk of loss for all items shall rest with the Contractor until it is incorporated into the Work. The Owner will cooperate with the Contractor to identify local storage facilities at no cost to the Contractor – *to the extent they may be available* – provided the Owner is held harmless for all risk of damage and loss. The Owner does not make any assertions as to whether facilities may be available, nor the cost.

## **56. DELIVERY OF MATERIALS AND EQUIPMENT**

Delivery of all materials and equipment shall be governed by the following procedures. No deviation will be permitted without specific written authorization by the Owner.

### **A. Unloading Trucks**

Delivery from vehicles to inside the storage facility is required under this Contract. Owner will not provide personnel or equipment to unload delivery vehicles at any location. Contractor is wholly responsible to make arrangements with carriers in advance to unload their trucks. Shipments will be refused which require attention of

Owner personnel at inconvenient times, of which the Owner shall be the sole judge. The Owner will not accept COD shipments.

**B. Public Areas**

No material shall be delivered to, or transported through, any public area without verbal approval of the Owner. Any material transported through public areas or stairways shall be moved on rubber-tired trucks, protective cloths, etc. to protect existing floors, walls, and doors. Any damage resulting from movement of materials or equipment shall be repaired by the Contractor at no cost to the Owner.

**57. SIGNS**

No signs, billboards, or other advertisements shall be erected on the premises by the Contractor or Subcontractors. Contractor shall furnish and maintain all temporary safety and warning signs required for prosecution of the work.

**58. CONTINUITY OF SERVICE**

Contractor shall cooperate with the Owner to minimize interruptions to existing electrical and communications systems, technologies, circuits, or facilities. Where needed, temporary equipment or circuits shall be arranged by the Contractor, with cost of such to be paid by Owner, provided that these costs have been identified, in writing and included in the Contract. Contractor, at its sole cost and expense, shall maintain continuity of Owner's telephone and internet service to facilitate set-up, testing, or other Contract activities. In no event shall critical electrical service and communications be interrupted without prior coordination with and approval from the Owner. The Contractor shall maintain a continuous voice link with the Owner when any existing critical electrical service or communication path is interrupted and be prepared to immediately return it to service if required by the Owner.

**59. BENEFICIAL USE OF EQUIPMENT**

The Contractor shall make no claim against the Owner concerning beneficial use of new equipment before final acceptance is requested. Owner will not consider any claim which requires Uninterruptible Power Supply system to not be made operational to avoid "beneficial use" or constructive acceptance of new equipment before the Contractor successfully demonstrates compliance with the Specifications including formal final acceptance of the completed installation.

**60. INSTALLATION AND CONSTRUCTION PRACTICES**

All installations are to be made in a neat and workmanlike manner. Each installation is not specified in every detail. Rather, the Contractor shall use workers experienced in their trade who can follow procedures required by these Specifications to produce a

world-class, best practices installation which is a credit to both the Contractor and Owner.

## **61. TECHNICAL SUPPORT AND TRAINING**

The following training practices shall be considered the minimum acceptable from the Contractor. The Contractor shall utilize this information in formulating baseline training cost quotations for their proposal. To achieve both First and Second Echelon support, a program of training is needed.

### A. First-Echelon Technical Support

First-echelon technical support, provided by the Owner, may include:

- Initial response to alarm or outage conditions.
- Preliminary diagnosis or triage of the problem to determine if second-echelon support request is required.

### B. Second-Echelon Technical Support

Second-echelon technical support describes the level of in-depth technical familiarity typically possessed by a factory trained and experienced technical support team whose full-time work entails installation, set-up, configuration, diagnostic assessment / trouble shooting, component or board replacement, repair, and on-going upgrades of the manufacturer's product line. The Contract anticipates maintenance services including second-echelon support and, via the maintenance agreement, the Owner desires a program of diagnosis, prevention, repair, service restoration, and such other hardware maintenance as may be needed to preserve continuous operation of the Furnished System.

### C. Training

#### i. Training Course Content & Methods

The Contractor shall describe and recommend specific on-site training with the costs for both first and second echelon support relating to the new equipment. Training shall use actual functioning equipment installed on the Owner's premises. Requirements for special test/training circuits and equipment to facilitate training shall be described in the proposal. Sample training syllabus content shall be provided with the proposal for each type of training required.

The Contractor shall also describe and recommend specific factory training with the costs as an alternative to on-site training for Owner personnel not available for on-site training.

Training course content will be subject to review and approval of Owner. Contractor shall furnish student pamphlets, notes, and/or other written material which cover topics to be studied for every class type and in quantities sufficient for the number of students in each class. All material shall be furnished in both printed and electronic (soft) formats for use by the Owner. Acceptable soft formats are pdf (portable document format) and Microsoft 365.

Student materials will become property of the Owner for continued reference. Owner may make audio and/or visual recordings of training sessions for later use by the Owner. Contractor shall cooperate with the Owner to make these recordings. Contractor may also provide audible and visual recordings which have been developed and produced by the Contractor.

Final training will occur prior to system acceptance or cutover but after equipment is installed at Owner's sites, on dates coordinated with the Owner.

1. Training Duration & Content

A total of two (2) training classes not to exceed eight (8) hours each for Owner's personnel shall be furnished at times scheduled by Owner in coordination with the Contractor. Contractor shall expect that first training will be scheduled during a single day and shall occur prior to commencement of equipment installation. The second training shall occur prior to the system being placed in service.

2. Post Acceptance Technical Training

The Contractor shall take affirmative steps to ensure that Owner's internal technical support team is placed on a distribution list and automatically notified of all future training opportunities offered by the primary equipment and software manufacturers essential to the operation of the Furnished System.

**62. PROJECT CLOSE OUT DOCUMENTATION**

- A. Project close-out will begin with the completion of the System Acceptance Testing. The Contractor will provide the system documentation and applicable dossier in its final form and as-built for the project to include:

System Acceptance Certificate

Factory Test Results

As-Built / As-Installed Documentation:

- UPS System One-line Diagram including Maintenance Bypass Cabinet
- UPS Functional Block Diagram
- Alarm Connection Diagram
- IP Network Diagram

- Equipment Configuration and Settings Documentation
- Detailed Bill of Materials (including Spares)
- Warrantee and Support Documentation
- Product Literature
  - Specifications Sheet for Each Type of Equipment Supplied by Contractor
  - User Manuals, Installation Manuals, Operations, Maintenance, and Configuration Manuals for Each Type of Equipment Supplied by Contractor
  - Written Procedures to Properly Operate the UPS system

At least one (1) printed copy of a comprehensive "System Manual" shall be furnished documenting all equipment, operating and software parameters and connections (including nominal performance values or table settings).

Two (2) electronic (soft) copies on USB thumb drive shall also be provided without copy protection and delivered to Owner on pages 11 inches high. Pages wider than 8½ inches, shall be folded to 8½ inches.

A Draft Version of the System Manual shall be delivered to the Owner for review prior to Preliminary Acceptance. Drawings and text shall be neatly prepared and suitable for reproduction.

Each copy of the entire manual shall be furnished in a durable binder or notebook for easy reference. If the notebook size is thicker than 3 inches, it shall be split into a logically organized binder identified as 1 of # where # denotes the total number of binders of a complete set.

The System Manual shall include:

- A simple diagram showing system layout plus plan for equipment room and typical equipment installations shall be provided. Equipment plans shall include as-built dimensions, power requirements, thermal contributions, and any required interface protocols, jumper, or software parameter settings including IP and subnet addressing.
- Diagram showing inter-relationship between principal pieces of equipment, including directly connected items not furnished by the Contractor shall be provided. Items shall be identified by manufacturer, common name, and model number.
- Narrative summary of system operation which briefly states the purpose of each item and how it relates to the whole system shall be furnished.
- Contractor shall furnish a diagram identifying all wiring between equipment furnished by the Contractor plus other equipment connected to these items.

- Contractor shall meet and confer with the Owner to coordinate production of these records in a fashion which integrates with Owner's existing cable records.

Identification shall include common trade description of wire or cable, vendor name and catalog number, and color codes where appropriate. Connectors, tie points, and connecting blocks shall be identified by common trade name if applicable, and location on the premises of the various sites. It shall be possible to trace each function from its origin to every connecting point in a continuous manner.

**B. Cost of Documentation**

Documentation is considered an installation cost and shall be included as part of the proposal. The Contract will not be complete until correct and complete copies of the System Manual have been delivered.

**C. Delivery**

Complete documentation including markups, corrections, or comments arising from review at time of Preliminary Acceptance shall be delivered to the Owner prior to the request to schedule the Final Acceptance test. Any change made in equipment or operation resulting from modifications flowing from the acceptance test shall be promptly reflected in all copies of the documentation provided to the Owner.

**D. Service, Maintenance, and Technical Support Bulletins**

The Contractor shall take affirmative steps (and shall notify the Owner in writing) confirming that the Owner has been placed on the regular distribution list for all service, maintenance, software upgrade, and technical support bulletins issued by the manufacturers of hardware and the creators of software furnished under this contract.

**63.CLEAN UP**

Contractor shall remove all trash, empty containers, and debris resulting from work done under the Contract from buildings and sites as it accumulates. All materials and equipment spaces occupied by Contractor shall be left clean and ready for use. A thorough site cleaning shall be performed not less than twice each week when installation work is actively in progress. Flammable material, like cardboard and packing, shall be removed from the sites whenever the Contractor is not on-site.

When sites are located on property where tree and plant debris can be tracked into the site on workers' footwear, Contractor is encouraged to keep a clear pathway in to the site to minimize the debris brought into the building on footwear. The Contractor shall provide brooms, scoop shovels, heavy-duty shop vacuums, and heavy bags for disposal of trash to always keep the sites tidy.

## **64.GUARANTEE / WARRANTY**

### A. General

This sub-section sets forth the framework defining maintenance, warranty, and guarantee responsibilities for the Furnished System after Final Acceptance. Contractor shall warrant to the Owner that its equipment shall conform to the Specifications and be free from defects in materials and workmanship. The foregoing warranty is exclusive of all other warranties whether written, oral, or implied. In addition, Contractor shall guarantee its equipment for the following conditions:

- i. Free from imperfections in design, materials, or construction which would create hazards, operational difficulties, or failure to meet specified performance quality.
- ii. Capable of continuous and satisfactory performance under normal operating conditions at ratings and capacities specified herein.

The Contractor's proposal shall quote a comprehensive program of on-site hardware maintenance commencing when the one-year warranty period described herein ends. The intent of this requirement is to both acquire appropriate second-echelon technical support for the system *and* to identify and budget long-term operating costs for the Furnished System.

This Contract requires a one (1) year comprehensive parts and labor warranty starting on the date of Final Acceptance. Contractor shall guarantee all materials, workmanship, and the successful operation of equipment subject to the terms of this paragraph. If any defect or malfunction occurs or is discovered after equipment associated with each site is delivered or is being placed into service, equipment shall be promptly replaced/corrected at no additional cost to the Owner to achieve Preliminary and ultimately Final Acceptance. In addition to base warranty, the Contractor shall provide:

- i. Maintenance – including at least two (2) preventative maintenance visits – during the warranty period. This requirement shall include maintenance and repair, including related labor for the installed system, at no additional cost or expense to the Owner. The items described in the Maintenance Standards of this section shall apply during the warranty period.
- ii. During the installation and warranty period, the Contractor shall provide, at no additional cost, commercially available upgrades of software delivered to the Owner as part of this project. The frequency and timing of installation of upgrades during this period will be at the sole discretion of the Owner based on availability by the Contractor.

**B. Equipment Failures During Warranty**

If a fixed equipment module or assembly fails more than twice during the warranty period, the Contractor shall consult with the Owner to discuss and explain such failures. If, in the opinion of the Owner, these failures indicate that the equipment is potentially prone to continuing failures, the Contractor shall replace such equipment throughout the Furnished System with more reliable equipment at no cost to the Owner.

**C. New Equipment Purchases**

New equipment purchased after Final Acceptance will be covered by its warranty period which shall be stipulated as part of any Contract Change Order, or additional purchase order based on the terms of the contract. Any maintenance contract shall accommodate the new equipment on a prorated basis from the date of installation to the expiration of the term of the maintenance contract in place at that time.

**D. Annual Maintenance Period**

The Contractor shall provide details and cost of the one-year warranty in the proposal.

**E. Maintenance Response Times**

- i. The Contractor recognizes the Delivered System is a mission critical, public safety system and some failures of the Delivered System may impact the safety of the public and require extraordinary efforts to restore service. The Contractor shall have a qualified, properly trained, technician available to respond to the location of catastrophic failures within two (2) hours during normal working hours (8 AM PT to 5 PM PT weekdays), and within four (4) hours at other times. The technician shall have suitable tools, test equipment, and transportation to effectively respond to and diagnose failures, and restore the equipment to service from its failed state. Catastrophic failures not caused by outside effects such as acts of God are expected to be resolved within 2 hours after arrival of the technician at the site.
- ii. Contractor recognizes the Delivered System is a mission critical, public safety system and some failures of the Delivered System may impact the safety of the public and require extraordinary efforts to restore service. Furthermore, the Owner and Contractor recognize certain catastrophic failures may occur as a result of extraordinary multiple and/or sequential failures of individual parts, systems, or components, or as a result of secondary events (e.g., environmental condition) which are beyond the reasonable control of the Contractor. In such instances, where specially fabricated parts or components are required to repair the system, or where necessary repairs clearly exceed those which are reasonably considered as "field repairs", the Contractor will not be required to make necessary repairs within the 2-hour time frame noted above. In such cases



without a mission critical services outage, within 5 business days of the event, the Contractor shall provide to the Owner a schedule of when the specially fabricated parts or components will be available for installation and service. In such cases, with a mission critical services outage, the Owner and the Contractor will mutually agree to a reasonable schedule for repairs.

F. Future Product Support

Contractor shall maintain a stock of replacement parts for each item furnished and shall be able to promptly replace these parts as may be required for a period of five (5) years.

**65. SOFTWARE RELEASES DURING GUARANTEE PERIOD**

Following Final Acceptance of the Furnished System, but prior to the end of the Warranty period, Contractor shall notify Owner of any software releases which may be issued relating to the products furnished under the Contract. Installation of the newly released software shall be at the Owner's discretion following consultation with the Contractor. The Contractor shall identify cost of typical software releases, post warranty, using past practice as a basis, in the proposal.

**66. SYSTEM ACCEPTANCE TESTING PROCEDURES & SYSTEM FINAL ACCEPTANCE**

As described above, implementation of the System shall be in two phases. Acceptance phases shall be "Preliminary" and "Final". System acceptance includes a description of plans, tests and procedures to measure and verify proof of performance to ultimately gain acceptance and achieve use of the Furnished System by the Owner. The Contractor shall:

- i. Specify in its Proposal the degree to which it anticipates the system to be tested at a staging area and include the location of that staging area.
- ii. Include a Final System Acceptance Test Plan and the estimated duration of time required to complete the tests in its Proposal.
- iii. Include in its Proposal, a discussion of how the Contractor will perform the field testing.

A. Preliminary Acceptance

Preliminary acceptance shall mean that the sub-systems are ready for beneficial use by the Owner. Preliminary Acceptance shall not occur until the hardware, software, and professional services have been delivered to the satisfaction of the Owner.

A local "burn-in" period of not less than 360 hours of continuous operation, without failure, shall have occurred before the Contractor presents the Furnished System to the Owner for beneficial use.

The Contractor shall supply written certification that the Furnished System is ready for Preliminary Acceptance and beneficial use. The Owner and Contractor shall collaborate to determine the minimum documentation requirements appropriate to support Preliminary Acceptance.

**B. 30 Day Fault-Free Operational Period**

Following certification by the Contractor that the Furnished System is ready for beneficial use, Owner may begin to use the Furnished System to process actual "live" traffic for a period of 30 calendar days. The 30-day period shall provide fault-free operations and shall commence at such time as the Owner notifies the Contractor that it is taking possession of the system under the terms of this paragraph.

The furnished System shall operate without substantive interruption or failure for the 30-day period. In the event of a substantive interruption or failure of the Furnished System, the Owner shall notify the Contractor, in writing, of the issues and circumstances which, in the Owner's opinion, constitute a basis to correct the problem. The Contractor shall notify the Owner after correction of the problem and schedule a 30-day fault-free operational period.

In the event of minor, non-substantive interruptions or failures, the Owner and the Contractor may agree to incorporate the issues needing minor attention onto a final completion "punch list" for later resolution. In no event shall the System be presented to the Owner for Final Acceptance until a period of 30 days of fault-free operation has passed.

**3. Final Acceptance**

Final Acceptance shall mean that the Furnished System and all associated professional services shall have been performed to the satisfaction of the Owner and shall only occur after Preliminary Acceptance has been realized. A request for Final Acceptance shall be submitted by the Contractor to the Owner, in writing. Upon approval of the Final Acceptance by the Owner, all remaining contract retainage shall be paid, and the Performance Bond shall be released.

**67. POST WARRANTY SUPPORT SERVICE PROGRAM**

Following the expiration of the one (1) year warranty period, the Owner may elect to invoke an ongoing support service program. The Contractor shall provide details and cost of additional, successive annual renewable maintenance contracts. Applicable

discounts and payment terms for advance procurement of extended maintenance shall be described in the proposal.

The post-warranty maintenance response times shall be the same as identified in part 54. E. of this Section. The proposed post-warranty maintenance program shall include all parts, labor, local and remote support professional service time, equipment, and all other incidental charges necessary to maintain the Furnished System within recommended factory performance standards and tolerances. The post-warranty maintenance program shall exclude parts or equipment which fail due to catastrophic damage (i.e., lightning or falling tree) but shall include the second-echelon labor necessary to assess the failure condition and determine a corrective course of action.

Pricing for the post-warranty maintenance shall be reflected in the appropriate lines on the cost spreadsheet published with the proposal form. Pricing for post-warranty maintenance shall be considered an ongoing operating cost and, as such, shall *not* be included in the purchase price information blanks on the proposal form.

#### **68. OSHA and WASHINGTON L&I**

The Contractor shall observe, comply with, and enforce upon subcontractors all applicable sections of the Occupational Safety and Health Act of 1970 as amended and the Washington State Department of Labor & Industries, and shall be subject to required submissions and inspections by authorized officials for compliance.

#### **69. GOVERNING LAW**

This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Kitsap County, Washington. Each party waives its right to challenge venue.

#### **70. JURY TRIAL WAIVER**

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

#### **71. NOTICES**

- A. Any notice, demand, certificate, or other communication under this Agreement shall be given in writing and deemed effective:
  - i. When personally delivered; or

- ii. Seven (7) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or
- iii. One (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

Kitsap 911  
Attention Executive Director  
911 Carver Street  
Bremerton, WA 98312-4300

- B. At the time of execution of the Agreement, the contracting party shall identify in writing and provide to Kitsap 911 the contact person and address for notices under this Agreement.
- C. As soon as possible, and in any event within a reasonable period after the occurrence of any default, the Contractor shall notify Kitsap 911 in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken with respect thereto.
- D. Promptly notify Kitsap 911 of the commencement of any litigation or administrative proceedings that would cause any representation and warranty of Contractor contained in this Agreement to be untrue.
- E. Notify Kitsap 911, and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state, local or Tribal government agency or regulatory body, asserting or alleging a circumstance or condition that requires, or may require, a financial contribution by Contractor or any guarantor of a violation, investigation, clean-up, removal, remedial action or other response by or on the part of Contractor or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contractor or any guarantor.

## **72. SEVERABILITY**

The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

## **73. ASSIGNMENT, SUBLET, AND TRANSFER**

Contractor shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of Kitsap 911. This

Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contractor shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

#### **74.NO WAIVER**

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

#### **75.INCORPORATION OF PROCEEDINGS AND EXHIBITS**

All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by Kitsap 911, including but not limited to adopted or approved plans or specifications on file with Kitsap 911, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contractor whether or not herein enumerated.

#### **76.CONSTRUCTION**

This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

#### **77.NO THIRD-PARTY BENEFICIARY**

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

#### **78.CONFLICTS OF INTEREST**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contractor or its employee must be disclosed to Kitsap 911.

## **79.ACCESS TO RECORDS**

Contractor, at its sole expense, shall maintain books, records, documents, and other information pertinent to this Agreement in accordance with accepted applicable professional practices. Kitsap 911, or any of its duly authorized representatives, shall have access, at no cost to Kitsap 911, to such books, records, documents, papers, or any records, including in electronic format, of Contractor which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.

## **80.PUBLIC RECORDS LAW**

Contracting Party understands and acknowledges that Kitsap 911 is subject to the Public Records Act of the State of Washington. As such, Contracting Party agrees to retain all records as defined by Washington RCW 42.56 applicable to this Agreement for a period of not less than what is required by the Code.

Contractor agrees to assist Kitsap 911 in complying with any public records request that Kitsap 911 receives pertaining to this Agreement. Additionally, Contractor agrees to indemnify and hold harmless Kitsap 911, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contractor's actions or omissions which contribute to Kitsap 911's inability to comply with the Public Records Act. Should the Contractor decide not to retain its records for the period required by RCW 42.56, then it shall provide written notice and the records to Kitsap 911 whereupon Kitsap 911 shall take custody of Contractor's records. This provision shall survive the termination of this Agreement.

## **81.SPARE PARTS KIT**

The Contractor's proposal shall include a set of recommended spare parts for the system. Pricing for the "spares" kit shall be reflected on an itemized equipment price inventory page.

The purpose of the "spares" kit shall be to minimize downtime and preserve continuity of Uninterruptible Power Supply system capability via the field replacement of removable modules.

The spare parts kit shall include items commonly deployed by the Contractor in mission critical installations and not readily available through other, local sources of power or Uninterruptible Power Supply equipment.

## **82.FORCE MAJEURE**

Kitsap 911 shall not be responsible to Contractor for any resulting losses and it shall not

be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

### **83. GOOD STANDING**

Contractor affirms that it is qualified, duly formed, validly existing and in good standing under the laws of the State of Washington and other jurisdictions, and has the power, financial resources, and all necessary licenses, approvals, permits and franchises to own its assets and properties and to carry on its business.

### **84. AUTHORITY**

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

### **85. EXECUTION OF AGREEMENT**

Contractor shall sign and execute this Agreement on or before thirty (30) days after its approval by Kitsap 911, and Contractor's failure to do so will render the approval of the Agreement by Kitsap 911 null and void unless otherwise authorized.

### **86. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

### **87. SURVIVAL**

All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### **88. COVID-19 VACCINATION AND SAFETY REQUIREMENTS**

Kitsap 911 follows the Coronavirus-19 Governor's Proclamations and Guidance with updates posted at <https://mrsc.org/explore-topics/public-safety/emergency-services/public-health-emergencies/coronavirus-state-proclamations-and-guidance>. Anyone (including Contractors) with symptoms of infectious illness will not be admitted to the 911 Carver Street facility.

\*\*\*End of Section 5 Contract Terms and Conditions\*\*\*



**Exhibit A**  
**Schedule of Events**  
**Kitsap 911 Uninterruptible Power Supply System RFP**

<b>Date</b>	<b>Event</b>
June 8, 2023	Release RFP
June 8, 2023	Publish Public Notice RCW 39.26.150
June 15, 2023 4:00 PM Pacific Time	Vendor's Written Questions are Due via E-Mail to Kitsap 911
June 16, 2023	Addendum Released with Zoom access credentials for Optional Pre-Proposal Virtual Conference
June 22, 2023 8:00AM Pacific Time	Optional Pre-Proposal Vendor Virtual Conference using Zoom Video Communications
June 22, 2023 10:00AM Pacific Time	Optional Site Visit
July 18, 2023 4:00 PM Pacific Time	Proposals are Due to Kitsap 911
July 19, 2023 10:00AM Pacific Time	Proposals will be opened and recorded Kitsap 911
July/August 2023 Specific Times TBD	Question and Answer Sessions with Proposers, interviews with references at Kitsap 911 discretion
September/October 2023	Anticipated Contract Award

**Exhibit B**  
**RESERVED**

**Exhibit C**  
**RESERVED**

**Exhibit D**  
**Checklist of Proposal Required Submissions**  
**Kitsap 911 Uninterruptible Power Supply System RFP**

This Exhibit is provided to aid Proposers with ensuring that requirements described in the RFP are included. It is **not** intended to include the complete content of a Proposal. Complete Proposals require **all** the items described in the RFP.

<b>Item</b>	<b>RFP</b>	
	<b>Section</b>	<b>Item #</b>
Mandatory Bidder Responsibility Checklist	Exhibit F	
Certification of Compliance with Wage Payment Statutes	Exhibit G	
Non-collusion Affidavit	Exhibit H	
RFP Addenda Acknowledgement	Exhibit I	
Vendor Information	Exhibit J	
Reference Form	Exhibit K	
Proposal Bond Form	Exhibit L	
Performance Bond Form	Exhibit M	
Payment Bond Form	Exhibit N	
Proposal Submission Address Format	Exhibit O	
Sealed Proposal with Pricing (Printed and softcopy on USB)	Exhibit P	
Detailed Technical Responses:		
Requirements Compliance Matrix	Section 3	

Exhibit E

**RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria.** (1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 32 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- (f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and
- (g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

(2) Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection (1)(g) of this section. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.

(3) In addition to the bidder responsibility criteria in subsection (1) of this section, the state or municipality may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet.

(a) Supplemental criteria for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a

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determination that a bidder is not responsible, must be provided in the invitation to bid or bidding documents.

(b) In a timely manner before the bid submittal deadline, a potential bidder may request that the state or municipality modify the supplemental criteria. The state or municipality must evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the state or municipality must issue an addendum to the bidding documents identifying the new criteria.

(c) If the bidder fails to supply information requested concerning responsibility within the time and manner specified in the bid documents, the state or municipality may base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible.

(d) If the state or municipality determines a bidder to be not responsible, the state or municipality must provide, in writing, the reasons for the determination. The bidder may appeal the determination within the time period specified in the bidding documents by presenting additional information to the state or municipality. The state or municipality must consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the state or municipality may not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

(e) If the bidder has a history of receiving monetary penalties for not achieving the apprentice utilization requirements pursuant to RCW 39.04.320, or is habitual in utilizing the good faith effort exception process, the bidder must submit an apprenticeship utilization plan within ten business days immediately following the notice to proceed date.

(4) The capital projects advisory review board created in RCW 39.10.220 shall develop suggested guidelines to assist the state and municipalities in developing supplemental bidder responsibility criteria. The guidelines must be posted on the board's website. [2020 c 255 § 2; 2019 c 232 § 15; 2018 c 243 § 1; 2017 c 258 § 2; 2010 c 276 § 2; 2009 c 197 § 2; 2007 c 133 § 2.]

**Effective date—2018 c 243:** "This act takes effect July 1, 2019." [2018 c 243 § 2.]

**Findings—2017 c 258:** "The legislature finds that government contracts should not be awarded to those who knowingly and intentionally violate state laws. The legislature also finds that businesses that follow the law and pay their workers appropriately are placed at a competitive disadvantage to those who reduce costs by willfully violating the minimum wage act and wage payment act. In order to create a level playing field for businesses and avoid taxpayer contracts going to those that willfully violate the law and illegally withhold money from workers, the state should amend the state responsible bidder criteria to consider whether a company has willfully violated the state's wage payment laws over the previous three years." [2017 c 258 § 1.]

**Rules—Implementation—2009 c 197:** See note following RCW 39.04.320.

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**Exhibit F**

**Mandatory Bidder Responsibility Checklist**

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Project Name: Kitsap 911 UPS Replacement	Project Number: N/A
Bidder's Business Name:	Bid Submittal Deadline: 7/18/2023
<b>Contractor Registration –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
<b>Current UBI Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage –</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
<ul style="list-style-type: none"> <li>• Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/></li> <li>• And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Minimum Wage Compliance</b>	
Has the Bidder submitted a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury the Bidder is in compliance with the following? Within the three-year period immediately preceding the date of the bid solicitation, the Bidder shall not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Checked by:</b>	
Name of Employee:	Date:

**Exhibit G**  
**Compliance with Wage Payment Statutes Form**

Insert agency  
logo/seal  
here

### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT DATE**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State or country

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



**Exhibit H**  
**NON-COLLUSION AFFIDAVIT**  
**(Contractor/Proposer)**

State of Washington            )  
  ) ss  
County of Kitsap                )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to Kitsap 911 for consideration in the award of a Contract on the Project described as follows:

\_\_\_\_\_.

\_\_\_\_\_  
Name of Firm (Contractor)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title  
(Affix Corporate Seal)

STATE OF WASHINGTON    )  
                                  ) ss  
COUNTY OF KITSAP        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, is the person who appeared before me, and said person acknowledged he signed this instrument, and on oath stated he was authorized to execute it on behalf of \_\_\_\_\_, a Washington \_\_\_\_\_; and he acknowledged it as the authorized signer of said \_\_\_\_\_, to be the free and voluntary act of such \_\_\_\_\_ for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT  
(Subcontractor)**

State of Washington            )  
  ) ss  
County of Kitsap            )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to subcontract work in connection with the Project as specified in the proposal submitted by

\_\_\_\_\_.

\_\_\_\_\_  
Name of Firm (Subcontractor)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title  
(Affix Corporate Seal)

STATE OF WASHINGTON    )  
  ) ss  
COUNTY OF KITSAP        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, is the person who appeared before me, and said person acknowledged he signed this instrument, and on oath stated he was authorized to execute it on behalf of \_\_\_\_\_, a Washington \_\_\_\_\_; and he acknowledged it as the authorized signer of said \_\_\_\_\_, to be the free and voluntary act of such \_\_\_\_\_ for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Exhibit J**  
**Vendor Information**

The Vendor shall provide the following information with its Proposal:

1. Company Name
2. Legal name if different than Company Name
3. Website
4. Mailing Address
5. Washington State Department of Licensing Registration Number
6. Washington State Department of Labor and Industries Workman's Compensation Account Number
7. Number of years Vendor has been engaged in the business of providing Uninterruptible Power Supply System Equipment & Services
8. Gross dollar amount of work currently under contract
9. Gross dollar amount of work under contract and not yet completed
10. Type of work performed by Contractor
11. Bank References
12. Bonding Companies during the most recent three years
  - a. Reason for changing Bonding Company
  - b. Amount of any Bond called
13. Number of Project Managers currently employed, and the length of employment for each
14. RFP Representative Name
15. RFP Representative Phone Number
16. RFP Representative E-Mail Address
17. Technical Support Phone Number
18. Description of company's projects and experience like this project. Provide specific information relating to UPS system deployments in Western Washington state preferred in the Puget Sound region, and mechanisms for requesting service (i.e., Network Operations Center, call center, local on-call technician, answering service, on-site response times, etc.) *See Exhibit F*
19. Name any government client that has filed suit or made a claim in any court
  - a. Provide reason for the suit or claim
  - b. Describe Disposition of suit or claim

The format of the required information is at the discretion of the Proposer.

**Exhibit K**  
**References**

Instructions to Proposer:

1. Five References are required from Public Safety Customers.
2. Use a separate page for each Reference.
3. If subcontractors are to be used, provide a separate page for each subcontractor.

Name of Proposer \_\_\_\_\_

Project Name:	
Organization:	
Contact Name:	
Contract Address: City, State, Zip	
Contact Telephone	
Contact e-mail:	
Contract Start Date:	
Contract Completion Date:	
Provide a brief description of the services you provided for the organization along with the make, model and quantities of the equipment installed.	

**Exhibit L**  
**Proposal Bond Form**  
Kitsap 911  
911 Carver Street  
Bremerton, WA 98312

KNOW ALL PERSONS BY THESE PRESENTS: That we

\_\_\_\_\_, as Principal,

and \_\_\_\_\_, as Surety, are held

firmly bound unto Kitsap 911, Bremerton, Washington, as Obligee, in the penal sum of

\_\_\_\_\_

*Amount Written Out Above*

\_\_\_\_\_ *Amount in Numbers*

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents. The condition of this obligation is such that if the Obligee shall make any award to the Principal for Uninterruptible Power Supply system at Kitsap County, Washington, according to the terms of the proposal made by the Principal therefore, the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for proposals, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Principal

\_\_\_\_\_ Surety

Received return of deposit in the sum of \$ \_\_\_\_\_

**Exhibit M**  
**Performance Bond Form**

Kitsap 911  
911 Carver Street  
Bremerton, WA 98312

Contract Number \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That, \_\_\_\_\_ Contractor,  
as Principal, and \_\_\_\_\_ as surety whose address is

\_\_\_\_\_ hereby acknowledged and recognize ourselves held and firmly bound to Kitsap 911 as Obligee,  
in the sum of

\_\_\_\_\_ *Amount Written Out Above*

\_\_\_\_\_ *Amount in Numbers*

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ between the Principal and Kitsap 911 for Uninterruptible Power Supply system, a copy of which is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, If the Principal shall in all respects comply with the terms and conditions of said Contract and obligations thereunder including the Contract Documents and such alterations as may be approved, shall indemnify and save harmless said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent and copyright infringements on the part of said Principal agents or employees in the execution or performance of the Contract, including errors in plans furnished by the Principal, this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which said Principal would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said Work by contract or otherwise, and any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of failure of said Contractor to properly and in all things, keep and execute all the provisions of the Contract.

And said Principal and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect said Owner against, and they will pay any and all amounts, damages, costs, attorney's fees and judgments including appellant proceedings which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the

**Request for Proposals**

UPS System

performance of said Work, or the manner of doing the same or neglect of said Principal or his agents or servants or the improper performance of said Work by the Principal or his agents or servants, or infringements of patents and/or copyrights by reason of use of any material furnished or work done, as aforesaid, or otherwise. And said Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor, material or supplies furnished for the Work.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to terms of the Contract or to Work to be performed thereunder or the Specifications accompanying same, shall in any way affect its obligations on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract to do the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

In presence of:

Name of Contractor

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

ATTEST:

Surety

Signature, Attorney in Fact

WITNESS:

\_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_



**Exhibit N**  
**Payment Bond Form**

Kitsap 911  
911 Carver Street  
Bremerton, WA 98312

Contract Number \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that,

Contractor, as Principal, and \_\_\_\_\_ as surety whose  
address is \_\_\_\_\_

hereby acknowledged and recognize ourselves held and firmly bound to Kitsap 911  
as Obligee, in the sum of

\_\_\_\_\_

—

*Amount Written Out Above*

\_\_\_\_\_ *Amount in Numbers*

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ between the Principal and Kitsap 911 for Uninterruptible Power Supply system a copy of which is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, If the Principal shall in all respects comply with the terms and conditions of said Contract and obligations thereunder including the Contract Documents and such alterations as may be approved, indemnify and save harmless said Owner against and from all costs, expenses, damages, injury or conduct, resulting from Contractor's statutory requirement to promptly make payments to all persons supplying him, them or it, labor, material, and supplies used directly or indirectly by said Contractor, subcontractor or sub-subcontractors.

And said Principal and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect said Owner against, and they will pay any and all amounts, damages, costs, attorney's fees and judgments including appellant proceedings which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the failure to comply with this Payment Bond or related statutory provisions.

And said Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor, material or supplies furnished for the Work or other failure to conform to requirements of this Payment Bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to terms of the Contract or to Work to be performed thereunder or the Specifications accompanying same, shall in any way affect its obligations on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract to do the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of

\_\_\_\_\_, 202\_\_.

In presence of:

Name of Contractor

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

ATTEST:

Surety

Signature, Attorney in Fact

WITNESS:

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_

**Exhibit O**  
**Proposal Submission Address Format**

**Kitsap 911**  
Contracts Manager  
911 Carver Street  
Bremerton, WA 98312-  
4300

Pricing Enclosed for Uninterruptible Power Supply system Proposal  
Received Addendum # \_\_\_\_\_  
Due: \_\_\_\_\_  
          (date)                      (time)

*Cut and use as label on envelope*

**Exhibit P**  
**Proposal Format**  
**Kitsap 911 Uninterruptible Power Supply System RFP**

*(This format shall be used to submit proposal)*

*>>>Place on Letterhead of Proposer<<<*

Month Day, 2023

Contracts Manager  
Kitsap 911  
911 Carver Street  
Bremerton, WA 98312-4300

Re: Proposal for Uninterruptible Power Supply System Equipment & Services

The undersigned, being familiar with local conditions affecting the work and with the contract documents, including Request for Proposals (RFP), and all applicable exhibits and addenda which govern this purchase and awarding of contract, hereby proposes to do all the work and furnish all services which pertain to a suitable Uninterruptible Power Supply system (Furnished System) solution for Kitsap 911 as provided in the Request for Proposal dated June 8, 2023 and Addenda (if any) as listed below.

Except for items described as furnished "by Owner" this proposal is for a complete solution and includes all design, engineering, project management, equipment, labor, hardware, operating systems, software, interfaces, integration, services, labor, travel which are required to complete the work.

Detail of each of the Price Elements shown below is described in a Microsoft Excel workbook which is included with this proposal. The Excel workbook includes individual tabs identifying by category, descriptions, quantities and costs of all hardware, software, and services summing to the total indicated in the below "Pricing Proposal" Table to make the system, in conjunction with the proposed elements, a fully functional solution.

In submitting this proposal, the vendor acknowledges that Kitsap 911 purchases are subject to the payment of Prevailing Wages, the terms

of Washington state's Public Works laws and regulations, and taxes.  
<https://dor.wa.gov/taxes-rates/sales-and-use-tax-rates>

Very truly yours,

**Proposer Name**

*Signature*

First Name Last Name  
Title

(Remainder of this Page Left Blank)

**Uninterruptible Power Supply System Equipment & Services  
Proposal Attachment 1  
Addenda Receipt Acknowledgment**

The undersigned acknowledges receipt of the following addenda to the specifications. (Give number and date of each, respectively.)

<b>Addendum Number</b>	<b>Addendum Issue Date</b>

The complete system will be ready to ship \_\_\_\_\_ calendar days after the contract is fully executed.

Accompanying this proposal is a (*check one*):

\_\_\_\_\_ Certified check for five percent (5%) of the Grand Total of the Proposal payable to Kitsap 911, Bremerton, Washington, in the amount of \$ \_\_\_\_\_

*-or-*

\_\_\_\_\_ Proposal bond in the amount of five percent (5%) of the Grand Total issued by a surety authorized to do business in the State of Washington.

By submitting this Proposal, the undersigned warrants that:

1. The vendor and its subcontractors, if any, have carefully and thoroughly reviewed the Contract Documents and have found them complete, free of ambiguities, and sufficient for the purpose intended; further that,
2. The vendor and all workers, employees, and subcontractors it intends to use are skilled and experienced in the type of work represented by the Contract Documents; further that,

3. The vendor has carefully examined the sites of the work and from its own investigations is satisfied as to the nature and location of work, the character, quality, quantities of materials and difficulties to be encountered, the kind and extent of equipment and other facilities needed to perform the work, the general and local conditions, and other items which may, in any way, affect the work or its performance; further that,
4. This proposal is based solely upon the Contract Documents and properly issued Addenda and not upon any verbal or written representation allegedly authorized or unauthorized from the Owner, Owner's employees, agents, or representatives, in assembling the Proposal amount; further that,
5. The vendor hereby agrees, if awarded the contract, to furnish a performance bond, equal to one hundred percent (100%) of the contract sum as security for the faithful performance of the contract and to furnish said bond and required certificates of insurance within ten (10) days of date of acceptance of this proposal by the Owner, and further agrees to promptly complete all work after issuance of Notice to Proceed; further that,
6. It is hereby agreed that in case of failure of the undersigned either to execute the contract or to furnish bonds or certificates of insurance which are satisfactory to the Owner within ten (10) days after issuance of Notice of Award, the amount of this proposal guaranty shall be forfeited to the Owner as liquidated damages arising out of the failure of the undersigned to either execute the contract or to furnish bonds or certificates of insurance as proposed. It is understood that in case the undersigned is not awarded the work, the proposal guaranty will be returned as provided in the contract documents; further that,
7. The Proposal to be submitted in a sealed envelope marked "Proposal Pricing Enclosed for Uninterruptible Power Supply System"; further that,
8. The vendor shall pay Washington State Sales Tax; further that,
9. The undersigned, being duly sworn, deposes and says that the Proposal submitted herewith is a genuine and not a collusive or sham proposal or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in the preparation and submission of a proposal for consideration in the award of a contract for the

project described on the first page of this Proposal Form; further that,

10. The contract is a Public Works as described in RCW 39.04; further that,
11. The prevailing rate of wages shall be paid to all workers, laborer, or mechanics per Chapter 39.12 RCW; further that,
12. The required Bonds are described in Exhibits to the Request for Proposal and the Bond forms have been completed and are included in the sealed envelope with this Proposal; further that
13. The undersigned vendor certifies that vendor is, at the time of proposal submission, a licensed contractor in a state in the United States, and shall be, throughout the period of the contract, licensed by the State of Washington to do the type of work required under the terms of the Plans and Specifications. Vendor further certifies the vendor is skilled and regularly engaged in the general class and type of work called for in the Request for Proposal; further that,
14. Vendor certifies that Vendor is competent and knowledgeable of the nature, extent, and inherent conditions of the work to be performed. Vendor further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Vendor expressly acknowledges that Proposer is aware of such peculiar risks and certifies that vendor has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such unusual and peculiar hazards.

If awarded the contract, vendor's surety will be (name, address, and telephone):

Name:
Address
City:
Telephone:



**Request for Proposals**  
UPS System

By submitting this Proposal, it is understood that all rights set forth in the Request for Proposal and associated specifications are reserved for Kitsap 911 including the right to reject any and/or all Proposals, to waive all informalities, and to negotiate with any vendor or with multiple vendors as determined to be in the best interest of Kitsap 911.

Vendor Name:	Signature:
Business Address:	Name Printed:
City:	Title:
State, Zip:	State of Incorporation:
Federal Tax ID:	Telephone Number:
e-mail of Person Signing:	FAX Number:

The above signature was witnessed by me: \_\_\_\_\_  
\_\_\_\_\_

On this date: \_\_\_\_\_

My Notary stamp is shown here:

**Uninterruptible Power Supply System  
Proposal Attachment 2  
Proposal Pricing Forms**

**Pricing Table No. 1**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
1	UPS Equipment and Materials (provide details as requested below)	\$
2	UPS Procurement and Installation Services (provide details as requested below)	\$
5	Spare Equipment (if applicable)	\$
6	Training (if applicable)	\$
7	Year 1 UPS support costs (hardware, software, replacement, technical support, etc.)	\$
8	Year 2 UPS support costs	\$
9	Year 3 UPS support costs	\$
10	Year 4 UPS support costs	\$
11	Year 5 UPS support costs	\$
12	Year 6 UPS support costs	\$
13	Year 7 UPS support costs	\$
14	Year 8 UPS support costs	\$
15	Year 9 UPS support costs	\$
16	Year 10 UPS support costs	\$
17	Year 11 UPS support costs	\$
18	Year 12 UPS support costs	\$
19	Year 13 UPS support costs	\$
20	Year 14 UPS support costs	\$
21	Year 15 UPS support costs	\$
22	<b>Total – Price Table No. 1</b>	\$

**Pricing Table No. 1A**  
**Support for UPS Equipment and Materials**  
**on Line 1 in Pricing Table 1**

In support of the pricing for UPS Equipment and Materials (Line 1 in Pricing Table 1), the Proposer may attach a quote from the UPS Equipment manufacturer. Otherwise, the Proposer must provide line items in Pricing Table 1A to support the UPS Equipment and Materials pricing.

**Pricing Table No. 1A**

<b>ITEM</b>	<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7	Freight			\$	\$
8	Taxes				
<b>Subtotal – Pricing Table No. 1A</b>					\$

**Pricing Table No. 1B**  
**Support for UPS Procurement and Installation Services**  
**on Line 2 in Pricing Table 1**

In support of the pricing for UPS Procurement and Installation Services (Line 2 in Pricing Table 1, the Proposer must provide supporting information for the pricing for UPS Procurement and Installation Services with explanations for the work schedule, overtime, travel time, expenses, and any other items. To avoid confusion surrounding prevailing wages, Kitsap 911 requests the Proposer provide the wage rates for all qualifying job classifications.

**Pricing Table No. 1B**

ITEM	SERVICE	DESCRIPTION	QTY	PRICE (per hr. or per day)	EXTENDED PRICE
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
<b>Subtotal – Pricing Table No. 1B</b>					\$

Explanations:

1. Work Schedule (i.e., eight-hour days, ten-hour days, etc.)
2. Overtime
3. Travel time:
4. Expenses:
5. Other

Prevailing Wages:


To avoid confusion, Kitsap 911 requests clarification on applicable prevailing wage rates for each job classification for the proposed services. A copy for each job classification provided from the Washington State Department of Labor and Industries web site <https://secure.lni.wa.gov/wagelookup/> will satisfy this request.

Example of Prevailing Wages for Inside Electricians, Journey Level in Kitsap County

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Kitsap	Electricians - Inside	Journey Level	\$95.88	7C	4E		<a href="#">View</a>

Example of Prevailing Wages for Apprentice Electricians in Kitsap County

Select County:  Select Trade:

Effective Date:   [Get Wages](#) [Download Wages](#) [Journey Level Wages](#)

[Benefit Code Key for 5/23/2023](#)

Step	Occupation	Begin Hours	End Hours	Apprentice Wage	Holiday	Overtime	Note
Step 1	Inside Wireman	1	1000	\$41.85	<u>7C</u>	<u>4E</u>	
Step 2	Inside Wireman	1001	2000	\$45.35	<u>7C</u>	<u>4E</u>	
Step 3	Inside Wireman	2001	3500	\$55.58	<u>7C</u>	<u>4E</u>	
Step 4	Inside Wireman	3501	5000	\$66.49	<u>7C</u>	<u>4E</u>	
Step 5	Inside Wireman	5001	6500	\$74.89	<u>7C</u>	<u>4E</u>	
Step 6	Inside Wireman	6501	8000	\$83.29	<u>7C</u>	<u>4E</u>	

**Pricing Table No. 1C**  
**Explanation of UPS Support Costs**  
**on Lines 7-21 in Pricing Table 1**

Proposer must provide an explanation for UPS support costs in years 1 through 15 in Table 1C. Fifteen years is assumed as the life of the proposed UPS system. Costs for replacement supplies (i.e., filters) or parts (i.e., batteries) with the associated services should be placed in the recommended year of the replacements in Pricing Table 1.

**Pricing Table No. 1C**

<b>ITEM</b>	<b>SUPPORT COSTS DESCRIPTION</b>	<b>PRICE</b>
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		

**Pricing Table No. 2**  
**Options and Alternatives**

For options or alternatives to the proposed UPS system, the Proposer must use Pricing Table 2 to adjust the costs of proposed option or alternative. The total cost of the option or alternative must include all increases and decreases with all dependencies from the proposal price. Additional written explanations of the options or alternatives should be provided if needed.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	(Add Option 1)			\$
2	(Deduct Associated Costs from Table 1)			\$ ( )
3				\$
4				\$
5				\$
	<b>Subtotal – Price Table No. 2</b>			\$

>>>End of PROPOSAL FORM<<<