



REQUEST FOR PROPOSALS (RFP)

for

DC Power System Equipment & Services

for

Kitsap 911 Kitsap County, Washington

Kitsap 911
Contracts Manager
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For Release
August 15, 2023

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

Kitsap 911

Request for Proposals for DC Power Systems Equipment & Services

Kitsap 911 (“Kitsap”) is replacing existing DC Power Systems to provide critical power to the 911 dispatch and call taking center and radio sites for Kitsap County Washington. The DC Power Systems 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 **September 26, 2023, at 4:00 PM (PST)**
Optional Pre-Proposal Vendor Virtual Conference: **August 29, 2023, at 9:00AM (PST)**

Opening of Sealed Proposals: **September 27, 2023, at 10:00AM (PST)**
Location: **911 Carver Street, Bremerton, WA 98312**

Complete Proposals Packages found on Kitsap 911 website kitsap911.org/rfp

All questions are due via email to contracts.manager@kitsap911.org by **August 22, 2023, 4:00PM (PST)**

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SECTION 1

PROJECT DESCRIPTION

Kitsap 911 ("Kitsap") is replacing existing DC Power Systems to provide critical power to the 911 dispatch and call taking center for Kitsap County Washington. The DC Power Systems 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 DC Power Systems are located at 12 sites including ten sites in Kitsap County with one site in Pierce County and one site in Jefferson County.

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 Systems.*"

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 DC Power Systems 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 complete DC Power Systems at 12 Kitsap 911 sites including ten sites in Kitsap County with one site in Pierce County and one site in Jefferson County.
3. System components include:
 1. Rectifiers:
 - a. Complete replacement of the DC Power System including new DC distribution panels at the main 911 dispatch and call taking center including parallel operation of the existing and new DC Power System during cutover.
 - b. Replacement of 11 existing rectifiers with connections to existing Eltek DC distribution panels.
 - c. All rectifiers must support a Low Voltage Battery Disconnect (LVBD) feature, Form C alarm contacts, and Ethernet connections to the rectifier controller.
 2. Batteries: Two battery systems must be replaced.
 - a. Two strings of batteries at the main 911 dispatch and call taking center to replace one string of batteries.
 - b. Two strings of batteries at the Gold Mountain site to replace existing two strings of batteries.
 3. AC and DC wiring including cables, connectors, conduit, fittings, and circuit breakers.
 4. Other equipment as needed by the Proposer to meet KITSAP 911 requirements.

4. Options:

New Compatible DC Power Systems (rectifiers, batteries, and installation services) for additional radio sites within the scope of the P25 radio project. Kitsap 911 has begun the project to deploy a new P25 radio system requiring additional radio sites. The exact number of sites has not been determined, but more than a dozen additional DC Power Systems are anticipated. Kitsap 911 prefers to include the option to purchase additional DC Power Systems in the contract.

2. Summary

Vendors submitting a proposal for this project shall:

- A. Be thoroughly experienced in the provision of "mission critical" DC Power Systems. Proposals from vendors providing a complete package through the project lifecycle from design, manufacture, install, and providing factory and field support for their DC Power Systems 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 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 existing system description is provided in the Request for Proposal Exhibit B, a separate document, titled the *Existing System Description* to assist the Proposer to determine the level of effort to replace the DC power equipment. The Existing System Description contains site locations, detailed descriptions of the DC Power Systems and Battery Systems, loads, and photos of the DC Power Racks, AC Panelboards, and Circuit directories for each site.

Section 3 Scope of Work and Technical Requirements

3. This section describes the scope of work and technical requirements of all equipment supplied as part of this system. requirements that all equipment supplied as part of this system must meet.

Scope of Work

3.1. Summary by Site

3.1.1 Table 3.1 contains a summary of the major equipment and services by site. A “new site” table entry appears at the end of the table. Kitsap 911 will be constructing new sites with the quantity determined by the radio system design. For the new sites, Kitsap 911 requests optional per site costs to furnish and install a complete DC power system with batteries in a new shelter. The Proposer should assume two 30A 240 VAC circuits will be installed by others.

Table 3.1 Summary of Major Equipment and Services by Site

Site Abbreviation	Major Equipment Required	Scope of Services
CC	<ul style="list-style-type: none"> • New Modular HE Rectifier System • New DC Distribution Panels • New Battery Systems 	<ul style="list-style-type: none"> • Furnish and Install Parallel DC Power System • Remove and Dispose of Existing DC Power including Battery System
E30	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits
GM	<ul style="list-style-type: none"> • New Unity Rectifier System • New DDm125-27 Batteries and Connectors (48 Cells Total, 2 Strings) 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier • Replace and Dispose of Existing DDm125-27 Batteries (2 Strings)
HR	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits

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LH	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Upgrade 2 Existing 20A 240 VAC Circuits to 30A Circuits • Replace Unity Rectifier Using New 30A Circuits
MO	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Upgrade 2 Existing 20A 240 VAC Circuits to 30A Circuits • Replace Unity Rectifier Using New 30A Circuits
NH	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits
OH	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits
PU	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits
SP	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits
SU	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits

TL	<ul style="list-style-type: none"> • New Unity Rectifier System 	<ul style="list-style-type: none"> • Install Temporary DC Rectifier System Using Existing AC Circuits • Replace Unity Rectifier Using Existing AC Circuits
New Site (Propose Optional Per Site Costs for New Sites)	<ul style="list-style-type: none"> • New Unity Rectifier System • New Battery System 	<ul style="list-style-type: none"> • Install New Complete Unity Rectifier System • Install new Battery System • Two 30A 240 VAC Circuits Provided by Others

Technical Requirements

3.2. Equipment to be Furnished Complete

3.2.1. Unless specifically excepted by the terms of these specifications, any parts or accessories ordinarily furnished or required to make a complete operating unit of system must be furnished by the Contractor whether directly mentioned or mentioned in the specifications.

3.2.2. The equipment must be complete, installed, and ready for operations at the Kitsap 911 dispatch center location and all of sites in the RFP.

3.3. Minimal Service Disruptions and Kitsap 911 Impact

3.3.1. As a mission critical emergency services provider, Kitsap 911 (with the first responders and the citizens of Kitsap County) requires installation of the replacement DC power systems with minimal service interruptions. If necessary to preserve emergency services, the Contractor must provide temporary -48VDC power supplies.

3.3.2. The installations must be planned and coordinated with Kitsap 911.

3.3.3. The Proposer must provide an example of a relevant Method of Procedure (MOP) with the Proposal.

3.3.4. The Contractor must provide a Method of Procedure for each installation with sufficient time (not less than 5 business days before the installation, preferably 10 business days before the installation) for Kitsap 911 to review the plan and request revisions.

3.3.5. The Contractor must develop a schedule for the installation in coordination with Kitsap 911 to allow for sufficient notification to impacted stakeholders prior to the installations. Avoid conflicts with other resources working at the sites, and schedule site escorts as needed.

3.4. Design Drawings, Bill of Materials and Services, and Equipment Documentation

3.4.1. The RFP contains a detailed design drawing package in Exhibit S for the replacement systems. The Proposer is responsible to review the design drawings and provide red-line markups with proposed changes and corrections in the proposal submittal. The Contractor is responsible to provide a working system at each site and must not rely on the Kitsap 911 design as the final design.

3.4.2. The RFP contains a strongly recommended spreadsheet in Exhibit Q. The spreadsheet contains three tabs: 1) instructions for using the spreadsheet, 2) a Bill of Materials and Services for the replacement systems and 3) a Bill of Materials and Services for future new sites. The Proposer is responsible for reviewing the suggested Bill of Materials and Services spreadsheet and proposing any changes or corrections in the proposal submittal.

- (1) The Bill of Materials and Services spreadsheet contains a unique row for each unique part number or service using the manufacturer's description whenever possible. The columns in the spreadsheet contain a unique item number, recommended source for parts if applicable, manufacturer's part number, description, total quantity required, unit price. In addition, the spreadsheet contains site specific quantities and prices for each site including columns for spares and the new site in the rightmost columns. Blank rows are provided to allow the Proposer to introduce new materials and services. To remove an existing line item from one or more sites, zero out the quantity.
- (2) Kitsap 911 strongly recommends using the spreadsheet to make it easy to meet Kitsap 911 requirements to provide a detailed list of equipment at the site for insurance purposes and the cost of equipment per site. Furthermore, the spreadsheet format allows for identification of missing or duplicated parts. The system total and site totals allow for pricing cross checking for errors.
- (3) The Proposer is responsible for reviewing the Bill of Materials and Services spreadsheet and proposing any changes or corrections in the proposal submittal. Kitsap 911 is not responsible for any errors or omissions in the spreadsheet.

3.4.3. The RFP contains the manufacturer's documentation on the specified equipment (other than incidentals) in Exhibit R including, but not limited to, datasheets, installation manuals, configuration guides, operations manuals, and maintenance manuals as applicable. The Proposer must provide similar documentation for any additional materials including substitutions of functionally equivalent equipment.

3.4.4. Before ordering equipment, the Contractor must conduct a detailed design review with Kitsap 911 of the design drawings, Bill of Materials and Services, manufacturer's documentation, Method of Procedure, etc. for approval by Kitsap 911.

3.5. Services

- 3.5.1.** Contractor is required to adhere to all state and local government codes and ordinances in all matters pertaining to the work.
- 3.5.2.** Proposer 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.
- 3.5.3.** Contractor is 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. For DC Power circuits, the installation of the power cables in cable trays must comply with NEC article 336 requiring TC or TC-ER rated cables in cable trays. Alternatively, DC conductors in cable trays may be run in Electrical Non-metallic Tube (ENT) commonly called "smurf" tube or another compliant conduit.
- 3.5.4.** Kitsap 911 requires background checks for anyone with unescorted access to Kitsap 911 indoor equipment. Unvetted individuals may work on Kitsap 911 equipment, but a Kitsap 911 employee or other vetted person must always be with them to monitor their activities. To obtain Kitsap 911 security vetting, a Criminal History Information Request form provided by Kitsap 911 must be submitted.

3.6. Equipment Delivery

- 3.6.1.** All equipment and materials to complete an installation at a site must be on hand before starting the installation.
- 3.6.2.** Kitsap 911 has very limited storage space for materials and does not have staff to inventory or does not have access to forklifts and other material handling equipment. The equipment for each site may be delivered to the site prior to the installation, but only for a limited time and no equipment ordered for a site may be stored at a different site without prior written approval of Kitsap 911.
- 3.6.3.** Kitsap 911 will take possession of the DC power systems after the installation and acceptance of each site is completed. The Contractor is responsible for damage or loss until Kitsap 911 is provided with a detailed list of equipment delivered and installed at each site.

3.7. Equipment Installation

- 3.7.1.** Contractor must furnish all personnel to perform the installation, placement and assembling at the Kitsap 911 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 Kitsap 911.
- 3.7.2.** 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.
- 3.7.3.** Contractor must supply all the necessary installation items required to make the equipment a complete operating system including equipment supplied by Kitsap 911. equipment. This material must include, but is not limited to, conduit, fittings, clamps, wiring, cable, hardware, ty-wraps, anchors, etc.
- 3.7.4.** 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 Kitsap 911.
- 3.7.5.** 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.
- 3.7.6.** 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.
- 3.7.7.** 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 Kitsap 911. Contractor must make provisions to have all trash properly disposed of daily.
- 3.7.8. 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 Pre-painted with Coil Coating: Steel sheet metallic coated by the hot-dip process and pre-painted 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 Kitsap 911 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 Pre-painted with Coil Coating: Steel sheet metallic coated by the hot-dip process and pre-painted 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.

3.8. Quality and Workmanship

- 3.8.1.** The Contractor must provide a quality control installation checklist for signoff by Kitsap 911. The installation checklist must be reviewed by Kitsap 911 prior to the start of all installations. After completion of the installation, the Contractor and Kitsap 911 will

inspect the installation using the installation checklist and identify any punch list items. Managing and closing the punch list items is the responsibility of the Contractor.

- 3.8.2.** Contractor must advise Kitsap 911 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.
- 3.8.3.** 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 Kitsap 911.
- 3.8.4.** All field service bulletins, software patches, and similar service and repair notices must be installed prior to the start of system acceptance testing. Kitsap 911 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.
- 3.8.5.** 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

- 3.8.6.** 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 Kitsap 911. Failure to request clarification may result in Contractor having to re-install equipment or rework an installation at Contractor's own expense.
- 3.8.7.** 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.
- 3.8.8.** 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 Kitsap 911 before installation; failure to do this may result in the repair, removal, and re-installation of the equipment at Contractor's expense.
- 3.8.9.** Cables must be labelled following industry best practices with durable and legible permanent labels close to the end of all cables. For black DC power cables, each end of the cable
- 3.8.10.** 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 Kitsap 911 as soon as possible for remedy.
- 3.8.11.** 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. Kitsap 911 must have the right to reject personnel from the proposed project team for lack of training or prior unsatisfactory performance in the opinion of Kitsap 911.
- 3.8.12.** 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 Kitsap 911 equipment and mission, and to reduce to a minimum any interference with the public and with other contractors in or about the property.
- 3.8.13.** Contractor must be responsible for any damages to Kitsap 911 property occurring during the installation of the equipment specified in this Contract due to negligence on Contractor's part.
- 3.8.14.** 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 daily.

3.8.15. 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. The DC conductors connected to the positive battery terminal must be marked with permanent red bands, preferably using red heat shrink tubing.

3.9. Performance Tests and Kitsap 911 Acceptance

3.9.1. The Contractor must submit a final performance test plan or test procedures for approval by Kitsap 911 for each installation with sufficient time (not less than 5 business days before the installation, preferably at least 10 business days before the installation) for Kitsap 911 to review the plan and request revisions.

3.9.2. The performance tests shall include, but are not limited to the following:

- (1) Inspection of all installations, workmanship, and furnished materials.
- (2) Battery charge condition and float parameters.
- (3) Battery disconnection operations.
- (4) Low voltage battery disconnect (LVBD) tests for proper cut-out and cut-in voltages with adjustments as needed.
- (5) Proper disconnect operations of all loads.
- (6) Verify redundant operations of rectifiers.
- (7) Verify proper operation of all alarms.
- (8) The rectifier system must be tested for the following:
 - Proper output voltage and current
 - Proper operation of all controls and adjustments
 - Proper operation of any meters and indicators
 - Proper operation of alarms and alarm indicators
 - Proper operation of equalizer voltages and timers

3.9.3. Testing must be conducted for Kitsap 911 in accordance with the approved test plan. The Contractor must provide performance testing of the furnished equipment and the

complete rectifier system as applicable. The Contractor is not responsible for failure of equipment provided by others. Final acceptance test must be witnessed by Kitsap 911.

- 3.9.4.** New batteries must be tested with recorded test results in accordance with manufacturer's instructions including proper voltages and voltage differentials.

3.10. Transfer of Responsibility and Support

- 3.10.1.** The Project's resulting systems must be transferred from the project team to operations, maintenance, and warranty teams as appropriate. The Contractor must supply documentation of the transfer and conduct training/orientation session(s) regarding the Kitsap 911 contacts and process with ongoing support providers identified by the Contractor.

- 3.10.2.** Contractor must provide a training plan of personnel selected by Kitsap 911 in the operation and maintenance of all equipment supplied under this contract. The training must be for Kitsap 911 training of technical, management, and end user personnel. Training will be held at the site as coordinated with Kitsap 911.

3.11. Warranty and Maintenance

- 3.11.1.** The Contractor must provide a plan for recommended maintenance. The Contractor must present a plan for approval by Kitsap 911 prior to commencing work and complete the report at commissioning.
- 3.11.2.** Contractor must repair or replace without charge to Kitsap 911, any equipment or part thereof, which fails in operation during normal use within 12 months after system acceptance. This requirement must not apply to failures caused by acts of God or extraordinary circumstances beyond the control of Contractor.
- 3.11.3.** 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 Kitsap 911 acceptance of the system. These activities must be at no additional cost to Kitsap 911 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.
- 3.11.4.** Contractor must provide Kitsap 911 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 Kitsap 911 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 a location specified by Kitsap 911.
- 3.11.5.** 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. Kitsap 911 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 the Kitsap 911 site.

- 3.11.6.** 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 Kitsap 911 requesting service.
- 3.11.7.** 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 Kitsap 911.
- 3.11.8.** Kitsap 911 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.
- 3.11.9.** Contractor must provide the after-warranty services for board and module level return and repair service for the following:
- (1) Five-day turnaround from receipt of the defective unit to return shipment.
 - (2) Twenty-four-hour turnaround from receipt of the defective unit to return shipment.
 - (3) Advance Replacement where a replacement unit is sent for use by Kitsap 911 prior to removal of service of the defective unit and Kitsap 911 returns the replacement unit to the repair depot after receiving the Kitsap 911 repaired unit.
- 3.11.10.** 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 Kitsap 911 as when the unit was manufactured.
- 3.11.11.** Maintenance and Test Equipment
- (1) 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.
 - (2) 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.
- 3.11.12.** The Contractor must as an option provide quotes for the following:
- (1) 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.

- (2) 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.
- (3) 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.

3.12. Project Close Out

3.12.1. 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:

- (1) Signed System Acceptance Certificate for each site with no outstanding punch list items.
- (2) Factory Test Results (if applicable).
- (3) Approved Mark Up (As-Built /As-Installed) to Design Drawings
- (4) Approved Bill of Materials (with spares).
- (5) Detailed list of materials installed at each site.
- (6) Cost of equipment and the cost of services for each site.
- (7) Transfer of responsibility documented from project team to operations, maintenance, and warranty teams as appropriate.
- (8) Equipment documentation including, but not limited to, datasheets, installation manuals, configuration guides, operations manuals, and maintenance manuals as applicable.
- (9) Warranty and Support Documentation.
- (10) Upon satisfactory completion of the requirements, Kitsap 911 and Seller must certify the project as complete by signing a Project Closure document.

3.12.2. 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:

- (1) 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 Kitsap 911 on pages 11 inches high. Pages wider than 8-1/2 inches must be folded to 8-1/2 inches.

- (2) The Contractor must provide two (2) electronic (soft) copies of the "System Manual" on USB thumb drive without copy protection organized with a Table of Contents. Documentation not available in electronic format must be scanned and included in the close out documentation package.

3.12.3. Objectives Met

- (1) Kitsap 911 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 Kitsap 911 in accordance with the contract, specifications, and plan relevant to this Project.
- (2) Accomplishment of goals and objectives must be signified by Kitsap 911 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
Section 3 Technical Requirements					
3.1 Scope of Work					
3.1.1 Summary by Site					
3.2 Equipment to be Furnished Complete					
3.2.1 Complete System					
3.2.2 Ready for Operation					
3.3 Minimal Service Disruptions and Kitsap 911 Impacts					
3.3.1 Minimal Service Disruptions					
3.3.2 Work Planned and Coordinated with Kitsap 911					
3.3.3 MOP Provided with Proposal					
3.3.4 MOP for Each Installation					
3.3.5 Provide Work Schedule					

Reference	Fully Comply	Partially Comply	Not Compliant	Read & Understood	Clarification
3.4 Design Drawings, Bill of Materials and Services, Equipment Documentation					
3.4.1 Detailed Design Drawing Package					
3.4.2 Bill of Materials and Services Spreadsheet					
3.4.3 Manufacturer's Documentation					
3.4.4 Detailed Design Review					
3.5 Services					
3.5.1 Adherence to Codes and Ordinances					
3.5.2 Compliance with state requirements					
3.5.3 Responsible for Permits and Inspections					
3.5.4 Background Checks					
3.6 Equipment Delivery					
3.6.1 Equipment On-Hand					
3.6.2 Limited Storage					
3.6.3 Terms of Possession					
3.7 Equipment Installations					
3.7.1 Furnish all Personnel					
3.7.2 Sufficient Competent Personnel					

Request for Proposals
DC Power Systems

Reference	Fully Comply	Partially Comply	Not Compliant	Read & Understood	Clarification
3.7.3 Supply All Necessary Items					
3.7.4 Scope of Installations					
3.7.5 Prices Include All Items					
3.7.6 Equipment and Cable Installation Requirements					
3.7.7 Contractor's Responsibilities					
3.7.8 Materials					
3.8 Quality and Workmanship					
3.8.1 Quality Control Installation Checklists					
3.8.2 Equipment Failures					
3.8.3 Latest Versions					
3.8.4 Updated Equipment					
3.8.5 Compliance with Industry Standards					
3.8.6 Specification Conflicts					
3.8.7 Free from Defects, New Condition					
3.8.8 Mounting Requirements					
3.8.9 Cable Labelling					
3.8.10 Restore Site					
3.8.11 Trained Technicians					
3.8.12 Local Conditions					

Reference	Fully Comply	Partially Comply	Not Compliant	Read & Understood	Clarification
3.8.13 Responsible for Damage					
3.8.14 Clean Work Area					
3.8.15 Wiring Code Compliance					
3.9 Performance Tests					
3.9.1 Submit Performance Test Plan					
3.9.2 Performance Tests					
3.9.3 Testing by Approved Test Plan					
3.9.4 New Batteries Tested and Recorded					
3.10 Transfer of Responsibility and Support					
3.10.1 Transfer to Operations					
3.10.2 Training Plan					
3.11 Warranty and Maintenance					
3.11.1 Plan for Recommended Maintenance					
3.11.2 Replace Failed Equipment					
3.11.3 One Year Warranty					
3.11.4 Documentation for Failures					

Reference	Fully Comply	Partially Comply	Not Compliant	Read & Understood	Clarification
3.11.5 On-call During Warranty					D
3.11.6 Emergency Response					
3.11.7 Primary Contact					
3.11.8 Witness Option to Repairs					
3.11.9 After-warranty Services					
3.11.10 Restore Original Operation					
3.11.11 Maintenance and Test Equipment					
3.11.12 Optional Quote for Maintenance					
3.12 Project Close Out					
3.12.1 Close Out Documentation					
3.12.2 Copies of Close Out Documentation					
3.12.3 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, with a complete design drawing package, Bill of Materials and Services spreadsheet, and manufacturer's datasheets, installation manuals, configuration guides, operations manuals, and maintenance manuals as applicable. Acceptance of alternate equipment 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 Kitsap 911 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 Kitsap 911 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, Kitsap 911 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. Requested revisions, if any, of the detailed design drawings.
 - F. Completed Bill of Materials and Service spreadsheets for 1) replacement systems, and 2) a new site.
 - G. All exhibits necessary to evaluate Vendor's qualifications.
 - H. The names and addresses of each proposed subcontractor, if any, together with that part of the work to be subcontracted to each.
 - I. Any other information required by this RFP or appropriate to describe Vendor's products, services, financial resources and stability, and implementation methods.
 - J. 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 911 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.

Evaluation Criteria	
Factor	Importance
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
Total	100

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 Method of Procedure (MOP) for the DC power replacements 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. Kitsap 911 may adjust the proposed annualized costs to align comparable systems for comparison of proposals.
 - 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 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 Kitsap 911 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" or "Kitsap 911."

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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 nor any obligation on the part of Kitsap 911 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 Kitsap 911 reserves the right to let other Contracts or issue purchase orders in connection with the Work and/or perform work with Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 Forces

Nothing in the Contract Documents shall preclude the Kitsap 911 right to do work on the sites during the period the Contract is in effect. Contractor shall not object to or impede Kitsap 911 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 Kitsap 911.

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 Kitsap 911 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

Kitsap 911 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 KITSAP 911

A. Amend Work

The Kitsap 911 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

Kitsap 911 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 Kitsap 911 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 Kitsap 911 in writing when, in the opinion of Kitsap 911, conditions which justified the suspension no longer exist.

C. Other Authority

In addition to the above authority, the Kitsap 911 shall have such other rights and powers as are specified elsewhere in the Contract Documents. Decisions and determinations and the exercise of the Kitsap 911's authority, where additional costs are involved, are subject to review by Kitsap 911 and to the Kitsap 911 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 Kitsap 911, 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 Kitsap 911. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of the Contract in accordance with the Kitsap 911 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 Kitsap 911 on account of any damage alleged to have been sustained, Kitsap 911 shall notify the Contractor, who shall indemnify and hold harmless Kitsap 911 against any such claim.

21. PATENTS, COPYRIGHTS, AND ROYALTIES

A. Hold Harmless

The Contractor shall hold harmless Kitsap 911 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 Kitsap 911, 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 Kitsap 911 and not through the Contractor except as provided otherwise in writing by Kitsap 911.

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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 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. Kitsap 911 Furnished

Permits and licenses, if any, for permanent changes in existing facilities will be secured and paid for by Kitsap 911, 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911, 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 whenever the Kitsap 911 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 a replacement request by Kitsap 911. When requested by Kitsap 911, 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

Kitsap 911 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 Kitsap 911 and/or anyone designated by Kitsap 911, 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 Kitsap 911 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 Kitsap 911. 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 Kitsap 911, 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 Kitsap 911. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between Kitsap 911 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 Kitsap 911 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 Kitsap 911, the Contractor shall furnish Kitsap 911 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 Kitsap 911.

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 Kitsap 911 in writing prior to the submission of proposals. Requests for such approval must be made to Kitsap 911 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 Kitsap 911. 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, Kitsap 911 shall be advised immediately.

29. CHANGE ORDERS TO THE CONTRACT

A. Changes

Kitsap 911, 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 Kitsap 911.

B. Procedure

Change Orders shall be executed in accordance with procedures required by Kitsap 911. 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911'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 Kitsap 911 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 Kitsap 911 and may be negotiated with the Contractor.

31. CONTRACT EXPANSION OR AMENDMENT

Kitsap 911 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 Kitsap 911 deems it expedient to accept work damaged or not done in accordance with the Contract, Kitsap 911 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 Kitsap 911, all work condemned by Kitsap 911 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, Kitsap 911 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, Kitsap 911 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. Kitsap 911 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 Kitsap 911.

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 Kitsap 911 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 Kitsap 911. The Contractor shall submit concurrently to Kitsap 911, 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 Kitsap 911 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 Kitsap 911 has received a certificate of insurance, the performance bond, and the payment bond. Unless progress of the Work is unsatisfactory as determined by Kitsap 911, or for other good and valid reasons, Kitsap 911 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 Kitsap 911, 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 Kitsap 911 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 KITSAP 911

Subject to state law, Kitsap 911 may withhold issuance of approval of any application for payment to the extent necessary to protect Kitsap 911 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. KITSAP 911'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Kitsap 911 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 Kitsap 911 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 Kitsap 911 may, after having served written notice on the Contractor, either pay directly unpaid bills of which Kitsap 911 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 Kitsap 911 to either the Contractor or his Surety. Any payment so made by Kitsap 911 shall be considered as payment made under the Contract by Kitsap 911 to the Contractor. Kitsap 911 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 Kitsap 911, 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 to schedule work to avoid disruption to Kitsap 911'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 Kitsap 911, the Contractor falls behind the progress schedule, the Contractor shall take such steps as

may be necessary to come back on schedule. Kitsap 911 may require the Contractor to increase the number of shifts and/or overtime operations, and/or days of work, all without additional cost to Kitsap 911.

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

Kitsap 911 shall be permitted access to the Work at all times to make inspections and tests of materials and equipment. Contractor shall provide assistance to Kitsap 911 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, Kitsap 911's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give Kitsap 911 timely notice of its readiness for inspection, and if the inspection is to be done by someone other than Kitsap 911, the date for such inspection. Inspection by Kitsap 911 will be promptly made. If any work is covered without approval of Kitsap 911, it must, if required by Kitsap 911, be uncovered for examination at the Contractor's expense.

C. Re-Testing

Re-examination of questioned work may be ordered by Kitsap 911, and if so ordered, it must be uncovered by the Contractor. If such work is found to conform to Contract Requirements, Kitsap 911 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 Kitsap 911 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 Kitsap 911, the Contractor shall conduct complete functional performance tests of the system to demonstrate it meets performance guarantees and Contract specifications.

E. Final Payment

If Kitsap 911 finds the work acceptable under the Contract Documents and the Contract is fully performed, Kitsap 911 will promptly issue a certificate for payment stating that on the basis of Kitsap 911'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. KITSAP 911'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 Kitsap 911, 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 Kitsap 911 or otherwise be responsible for a substantial violation of any provisions of the Contract, then Kitsap 911, upon written certificate of Kitsap 911 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, Kitsap 911 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, Kitsap 911 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, Kitsap 911 may take over the Work and complete it at the expense of the Contractor and surety. In such event Kitsap 911 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 Kitsap 911 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 Kitsap 911's designated representative should fail to issue any certificate for payment within seven days after it is due, or if Kitsap 911 should fail to pay the Contractor within thirty days of the issuance of a certificate for payment any sum certified by Kitsap 911, then the Contractor may, upon seven days written notice to Kitsap 911, the default not having been corrected within that period, stop work or terminate the Contract and recover from Kitsap 911 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 Kitsap 911 in accordance with the part of this contract – *Authority of the Owner* – or certificates for payment withheld by

Kitsap 911, shall not constitute grounds for termination of the Contract.

48. POSSESSION PRIOR TO COMPLETION

Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911, 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 Kitsap 911 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 Kitsap 911. Any differences between these Specifications and actual conditions shall be submitted to Kitsap 911 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 Kitsap 911 any conditions that will prevent satisfactory accomplishment of the Contract. Failure to notify Kitsap 911 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 Kitsap 911 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. Kitsap 911 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 Kitsap 911, to permit Kitsap 911 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. Kitsap 911 will cooperate with the Contractor to identify local storage facilities at no cost to the Contractor – *to the extent they may be available* – provided Kitsap 911 is held harmless for all risk of damage and loss. Kitsap 911 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 Kitsap 911.

A. Unloading Trucks

Delivery from vehicles to inside the storage facility is required under this Contract. Kitsap 911 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 Kitsap 911 personnel at inconvenient times, of which Kitsap 911 shall be the sole judge. Kitsap 911 will not accept COD shipments.

B. Public Areas

No material shall be delivered to, or transported through, any public area without verbal approval of Kitsap 911. 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 Kitsap 911.

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 Kitsap 911 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 Kitsap 911, 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 Kitsap 911'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 Kitsap 911. The Contractor shall maintain a continuous voice link with Kitsap 911 when any existing critical electrical service or communication path is interrupted and be prepared to immediately return it to service if required by Kitsap 911.

59. BENEFICIAL USE OF EQUIPMENT

The Contractor shall make no claim against Kitsap 911 concerning beneficial use of new equipment before final acceptance is requested. Kitsap 911 will not consider any claim which requires the DC Power System Replacements 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 Kitsap 911.

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 Kitsap 911, 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, Kitsap 911 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 Kitsap 911'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 Kitsap 911 personnel not available for on-site training.

Training course content will be subject to review and approval of Kitsap 911. 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 Kitsap 911. Acceptable soft formats are pdf (portable document format) and Microsoft 365.

Student materials will become property of Kitsap 911 for continued reference. Kitsap 911 may make audio and/or visual recordings of training sessions for later use by Kitsap 911. Contractor shall cooperate with Kitsap 911 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 Kitsap 911's sites, on dates coordinated with Kitsap 911.

- Training Duration & Content

A total of two (2) training classes not to exceed eight (8) hours each for Kitsap 911's personnel shall be furnished at times scheduled by Kitsap 911 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.

- Post Acceptance Technical Training

The Contractor shall take affirmative steps to ensure that Kitsap 911'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 for the project to include:

- System Acceptance Certificate
- Factory Test Results (if applicable)
- Approved Mark Up (As-Built /As-Installed) to Design Drawings
- Approved Bill of Materials (with spares)
- Detailed list of materials installed at each site.
- Cost of equipment and cost of services for each site

- Transfer of responsibility documented from project team to operations, maintenance, and warranty teams as appropriate.
- Equipment documentation including, but not limited to, datasheets, installation manuals, configuration guides, operations manuals, and maintenance manuals as applicable.
- Warranty and Support Documentation
 - Upon satisfactory completion of the requirements, Kitsap 911 and Seller must certify the project as complete by signing a Project Closure document.

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 Kitsap 911 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 Kitsap 911 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.

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 Kitsap 911 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 Kitsap 911.

D. Service, Maintenance, and Technical Support Bulletins

The Contractor shall take affirmative steps (and shall notify Kitsap 911 in writing) confirming that Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911. 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 Kitsap 911 as part of this project. The frequency and timing of installation of upgrades during this period will be at the sole discretion of Kitsap 911 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 Kitsap 911 to discuss and explain such failures. If, in the opinion of Kitsap 911, 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 Kitsap 911.

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, Kitsap 911 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 Kitsap 911 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, Kitsap 911 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 Kitsap 911 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 discretion of Kitsap 911 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 Kitsap 911. 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 Kitsap 911. Preliminary Acceptance shall not occur until the hardware, software, and professional services have been delivered to the satisfaction of Kitsap 911.

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 Kitsap 911 for beneficial use.

The Contractor shall supply written certification that the Furnished System is ready for Preliminary Acceptance and beneficial use. Kitsap 911 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, Kitsap 911 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 Kitsap 911 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, Kitsap 911 shall notify the Contractor, in writing, of the issues and circumstances which, in the opinion of Kitsap 911, constitute a basis to correct the problem. The Contractor shall notify Kitsap 911 after correction of the problem and schedule a 30-day fault-free operational period.

In the event of minor, non-substantive interruptions or failures, Kitsap 911 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 Kitsap 911 for Final Acceptance until a period of 30 days of fault-free operation has passed.

- Final Acceptance

Final Acceptance shall mean that the Furnished System and all associated professional services shall have been performed to the satisfaction of Kitsap 911 and shall only occur after Preliminary Acceptance has been realized. A request for Final Acceptance shall be submitted by the Contractor to Kitsap 911, in writing. Upon approval of the Final Acceptance by Kitsap 911, 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, Kitsap 911 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 the DC 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 DC Power System 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 DC Power System Replacements RFP

Date	Event
August 15, 2023	Release RFP
August 15, 2023	Publish Public Notice RCW 39.26.150
August 22, 2023 4:00 PM Pacific Time	Vendor's Written Questions are Due via E-Mail to Kitsap 911
August 23, 2023	Addendum Released with Zoom access credentials for Optional Pre-Proposal Virtual Conference
August 29, 2023 9:00AM Pacific Time	Optional Pre-Proposal Vendor Virtual Conference using Zoom Video Communications
August 30, 2023 10:00AM Pacific Time	Optional Site Visit
September 26, 2023 4:00 PM Pacific Time	Proposals are Due to Kitsap 911
September 27, 2023 10:00AM Pacific Time	Proposals will be opened and recorded Kitsap 911
October/November 2023 Specific Times TBD	Question and Answer Sessions with Proposers, interviews with references at Kitsap 911 discretion
November/December 2023	Anticipated Contract Award

Exhibit B
Existing System Description

The existing system description is provided in the Request for Proposal Exhibit B, a separate document, titled the *Existing System Description* to assist the Proposer to determine the level of effort to replace the DC power equipment. The Existing System Description contains site locations, detailed descriptions of the DC Power Systems and Battery Systems, loads, and photos of the DC Power Racks, AC Panelboards, and Circuit directories for each site.

Exhibit C
RESERVED

Exhibit D
Checklist of Proposal Required Submissions
Kitsap 911 DC Power Systems Replacements 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.

Item	RFP	
	Section	Item #
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	
Letter Agreeing to Provide Performance Bond Form	Exhibit M	
Letter Agreeing to Provide Payment Bond Form	Exhibit N	
Proposal Submission Address Format	Exhibit O	
Sealed Proposal with Pricing Form (Printed and softcopy on USB) <ul style="list-style-type: none"> • Attachment 1: Addenda Receipt Acknowledgment • Attachment 2: Pricing Tables <ul style="list-style-type: none"> • Pricing Table 1 • Pricing Table 1A • Pricing Table 2: Options and Alternatives • Pricing Table 3: New Site 	Exhibit P	
Bill of Materials and Services for Replacement Equipment at Existing Sites and New Equipment at a New Site (Include Excel File on USB in the Sealed Proposal)	Exhibit Q	
Datasheets for Requested Changes in Equipment or Materials	Exhibit R	
Requested Revisions or Changes to Detailed Design Drawings	Exhibit S	
Detailed Technical Responses:	Section 3	
• Installation MOP		3.3.3, 3.3.4
• Installation Checklist		3.8.1
• Performance Tests		3.9.2
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.

General Information	
Project Name: Kitsap 911 DC Power Systems	Project Number: N/A
Bidder's Business Name:	Bid Submittal Deadline: 9/26/2023
Contractor Registration – https://fortress.wa.gov/lni/bbip/	
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:
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number –	
Employment Security Department Number:	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 	
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
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"/>	
Minimum Wage Compliance	
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"/>
Checked by:	
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 I
Receipt of Addendum
Kitsap 911 DC Power Systems Replacements RFP

Receipt of the following Addendum to the Kitsap 911 DC Power Systems Replacements Request for Proposal is hereby acknowledged.

Proposer _____

Addendum #	Date of Receipt	Signature of Recipient

Note: Failure to acknowledge receipt of every Addendum may be considered an irregularity in the proposal and may be cause for Kitsap 911 to discard the proposal.

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 DC 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 DC Power Systems Replacements 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.)
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 Oblige, 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 Oblige shall make any award to the Principal for DC Power Supply systems 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 Oblige 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 Oblige, or if the Principal shall, in case of failure to so do, pay and forfeit to the Oblige 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 Oblige, 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 DC Power Supply systems, 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 Kitsap 911 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 Kitsap 911 any difference between the sum to which said Principal would be entitled on the completion of the Contract, and that which Kitsap 911 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 Kitsap 911 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 Kitsap 911 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 Kitsap 911 may be called upon to pay to any person or corporation by reason of any damages arising from

Request for Proposals

DC Power Systems

the 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 Kitsap 911 any sum which Kitsap 91 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 DC Power Supply systems, 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 Kitsap 911 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 Kitsap 911 against, and they will pay any and all amounts, damages, costs, attorney's fees and judgments including appellate proceedings which may be recovered against or which Kitsap 911 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 Kitsap 911 any sum which Kitsap 911 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 DC Power Supply Replacement systems Proposal
Received Addendum # _____
Due: _____
 (date) (time)

Cut and use as label on envelope

Exhibit P
Proposal Format
Kitsap 911 DC Power Supply Replacement Systems 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 DC Power Supply Systems 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 DC Power Supply systems (Furnished System) solution for Kitsap 911 as provided in the Request for Proposal dated August 15,2023 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)

**DC Power Systems Replacement 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.)

Addendum Number	Addendum Issue Date

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 DC Power Supply Systems"; 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:

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:

**DC Power Systems Replacements
Proposal Attachment 2
Proposal Pricing Forms**

Pricing Table No. 1

ITEM	DESCRIPTION	Equipment and Materials (Provide Details in the First Tab of Bill of Materials and Services Spreadsheet in Exhibit Q)	Services for Installation, Disposal, Training, etc. (Provide Details in First Tab of Bill of Materials and Services Spreadsheet in Exhibit Q)	Support Costs for Years 1-7 (Provide Details in the First Tab of Bill of Materials and Services Spreadsheet in Exhibit Q)	TOTAL ANNUALIZED COSTS
1	Cencom (911 Carver St.) Site	\$	\$	\$	\$
2	E 30 th Street Site	\$	\$	\$	\$
3	Gold Mountain Site	\$	\$	\$	\$
4	Hansville Road Site	\$	\$	\$	\$
5	Lincoln Hill Site	\$	\$	\$	\$
6	Mandus Olson Site	\$	\$	\$	\$
7	Newberry Hill Site	\$	\$	\$	\$
80	Orchard Heights Site	\$	\$	\$	\$
9	Purdy Site	\$	\$	\$	\$
10	Simon Point Site	\$	\$	\$	\$
11	Suquamish Site	\$	\$	\$	\$
12	Teal Lake Site	\$	\$	\$	\$
13	Total – Price Table No. 1	\$	\$	\$	\$

**Support for DC Power System Services
Pricing Table 1A**

In support of the pricing for DC Power System Services (fourth column in Pricing Table 1), the Proposer must provide explanations for the prevailing wages, work schedule, overtime, travel time, expenses, and any other items in Pricing Table 1A. To avoid confusion surrounding prevailing wages, Kitsap 911 requests the Proposer provide the wage rates for all qualifying job classifications.

Explanations:

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

Example of Prevailing Wages for Apprentice Electricians in Kitsap County

Request for Proposals
DC Power Systems

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	7C	4E	
Step 2	Inside Wireman	1001	2000	\$45.35	7C	4E	
Step 3	Inside Wireman	2001	3500	\$55.58	7C	4E	
Step 4	Inside Wireman	3501	5000	\$66.49	7C	4E	
Step 5	Inside Wireman	5001	6500	\$74.89	7C	4E	
Step 6	Inside Wireman	6501	8000	\$83.29	7C	4E	

Pricing Table 1A

ITEM	SERVICE	JOB CLASSIFICATION	QTY	PRICE (per hr. or per day)
1	i.e., Installation	i.e., Journeyman Electrician		\$
2	i.e., Installation	i.e., Apprentice Electrician		\$
3				\$
4				\$
ITEM	DESCRIPTION	EXPLANATION		
5	Work Schedule	Explain work practices i.e., hours per day, days of the week, etc.		
6	Overtime	Explain Overtime Practices		
7	Travel Time	Explain Travel Time Practices including Starting Location		
8	Expenses	Explain Expenses		
9	Other	Explain Any Other Items		

Pricing Table No. 2
Options and Alternatives

For options or alternatives to the proposed DC power systems, 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.

ITEM	DESCRIPTION	Net Optional Equipment and Materials (Provide Details in Additional Copy of Bill of Materials and Services Spreadsheet in Exhibit Q)	Net Optional Services for Installation, Disposal, Training, etc. (Provide Details in Additional Copy of Bill of Materials and Services Spreadsheet in Exhibit Q)	Net Optional Support Costs for Years 1-7 (Provide Details in Additional Copy of Bill of Materials and Services Spreadsheet in Exhibit Q)	TOTAL ANNUALIZED COSTS
1	Cencom (911 Carver St.) Site	\$	\$	\$	\$
2	E 30 th Street Site	\$	\$	\$	\$
3	Gold Mountain Site	\$	\$	\$	\$
4	Hansville Road Site	\$	\$	\$	\$
5	Lincoln Hill Site	\$	\$	\$	\$
6	Mandus Olson Site	\$	\$	\$	\$
7	Newberry Hill Site	\$	\$	\$	\$
80	Orchard Heights Site	\$	\$	\$	\$
9	Purdy Site	\$	\$	\$	\$
10	Simon Point Site	\$	\$	\$	\$
11	Suquamish Site	\$	\$	\$	\$
12	Teal Lake Site	\$	\$	\$	\$
\$\$\$13	Total – Price Table No. 2	\$	\$	\$	\$

Pricing Table No. 3
New Site

Kitsap 911 will be constructing new sites with the quantity determined by the radio system design. For the new sites, Kitsap 911 requests optional per site costs to furnish and install a complete DC power system with batteries in a new shelter provided by others. The Proposer should assume two 30A 240 VAC circuits installed by others. If the Proposer wishes to price further options or alternative for the new sites, the Proposer must use item 2 (the Options or Alternative row) in Pricing Table 3 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.

ITEM	DESCRIPTION	Equipment and Materials (Provide Details in the "New Site" Tab of Bill of Materials and Services Spreadsheet in Exhibit Q)	Services for Installation, Disposal, Training, etc. (Provide Details in the "New Site" Tab of Bill of Materials and Services Spreadsheet in Exhibit Q)	Support Costs for Years 1-7 (Provide Details in the "New Site" Tab of Bill of Materials and Services Spreadsheet in Exhibit Q)	TOTAL ANNUALIZED COSTS
1	New Site	\$	\$	\$	\$
2	Options or Alternatives	\$	\$	\$	\$
3	Total – Price Table No. 3	\$	\$	\$	\$

>>>End of PROPOSAL FORM<<<

Exhibit Q
Bill of Materials and Services Spreadsheet
Kitsap 911 DC Power Supply Replacement Systems RFP

The RFP contains a spreadsheet to support the pricing of Materials, Services, and the Annualized Costs of the Proposed systems. Kitsap 911 strongly recommends using the spreadsheet to make it easier for the Proposer to meet Kitsap 911 requirements to provide a detailed list of equipment at the site for insurance purposes and the cost of equipment (including installation) per site. Furthermore, the spreadsheet format allows for identification of missing or duplicated parts. The system total and site totals allow for pricing cross checking for errors.

Complete both spreadsheets to comply with the RFP requirements. The first spreadsheet relates to the replacement of existing rectifiers and batteries. The second spreadsheet pertains to new sites being built by Kitsap 911.

Failure to submit the spreadsheets will likely result in a lower evaluation. The completed spreadsheet (Excel file) must be included in the sealed proposal package on a USB drive.

The Proposer is responsible for reviewing the Bill of Materials and Services spreadsheet and proposing any changes or corrections in the proposal submittal. Kitsap 911 is not responsible for any errors or omissions in the spreadsheet.

The spreadsheet contains three tabs: 1) instructions for using the spreadsheet, 2) a Bill of Materials and Services for the replacement systems and 3) a Bill of Materials and Services for future new sites.

Spreadsheet Layout

Rows: The Bill of Materials and Services spreadsheets contain a unique row for each unique part number or service using the manufacturer's description whenever possible.

Columns: The columns in the spreadsheet are split into two major groups. Columns A-G contain a unique item number, recommended source for parts if applicable, manufacturer's part number, description, unit price, total quantity required, and the system price. The remaining columns, beginning with Column I, have each site listed in alphabetical order with the quantity of each unique part number for each site and the site subtotal for each line item. A "Spares" sites is included at the end of the site columns. The New Site tab has some additional unique part numbers and only one site.

Using the Spreadsheets

1. Enter the unit price for each line item. The spreadsheet should automatically calculate the total system cost for the line item and the cost per site.
2. Do not enter the total quantities in column F. The quantities required are provided for each of the sites.

3. Similarly, do not enter the cost for the line items per site i.e., columns J, L, N, etc. The site totals are calculated from the site quantities and the unit costs.
4. Wire costs are entered in cost per foot with site quantities provided in feet.
5. Blank rows are provided to allow the Proposer to introduce new materials or services.
6. To "remove" an existing line item from one or more sites, zero the quantity for the site. Do not delete the row.
7. Services entries with hourly or daily rates are likely to result in higher evaluations.
8. Operations and Maintenance costs for years 1 through 7 must be provided. Failure to provide Operations and Maintenance costs will prevent Kitsap 911 from calculating the total cost of ownership and is likely to result in a lower proposal evaluation.

Minimize Spreadsheet Changes

Kitsap 911 recommends minimal changes to the spreadsheets as modifications to the spreadsheets may impact the formulas in some cells.

Exhibit R
Manufacturers' Documentation
Kitsap 911 DC Power Supply Replacement Systems RFP

Exhibit R contains manufacturers' documentation on the specified equipment (other than incidentals) including, but not limited to, datasheets, installation manuals, configuration guides, operations manuals, and maintenance manuals as applicable. The Proposer must provide similar documentation for any additional materials including substitutions of functionally equivalent equipment.

Exhibit R Document List:

- Eltek Modular HE Datasheet (4 pages)
- Eltek Modular HE Product Guide
- Eltek Modular HE Quick Start Guide
- Eltek Modular Installation Guide
- Relay Rack Assembly Product Guide

- Eltek Unity Datasheet (2 pages)
- Eltek Unity Product Guide
- Eltek Unity Installation Guide

Energys Battery Safety, Installation, Storage, Operations and Maintenance Manual

Square D Fused Disconnect Switch

Southwire TelcoFlex L2 Cable Datasheet

Exhibit S
Detailed Design Drawing Package
Kitsap 911 DC Power Supply Replacement Systems RFP

Exhibit S contains the Detailed Design Drawing Package including the following drawings:

- Table of Contents
- Scope of Work Summary
- Modular HE Drawings:
 - Overview
 - AC and DC Connections
 - DC Distribution
 - Breakers/Disconnects Details
 - Battery Drawing
- Unity Drawings:
 - Overview
 - AC and DC Connections
 - DC Distribution
- Lug Connection Details
- IP Diagram
- Alarm Diagram
- Site Specific Drawings:
 - DC Diagram
 - Rack Layout
 - Floor Plan
- New Site Drawings:
 - DC System Overview
 - DC Diagram
 - Rack Layout
 - Battery Diagram
 - Battery Disconnect Details

The Proposer is responsible to review the design drawings and provide red-line markups with proposed changes and corrections in the proposal submittal. The Contractor is responsible to provide a working system at each site and must not rely on the Kitsap 911 design as the final design.