

# REQUEST FOR PROPOSAL



## PROPOSAL DESCRIPTION

**SOFTWARE/HARDWARE FOR A USER FRIENDLY, END-TO-END, IP-BASED RADIO CONSOLE SYSTEM SOLUTION.**

**RFP RELEASE DATE: March 7, 2013**

**RFP PRE-PROPOSAL  
CONFERENCE DATE/TIME: March 26, 2013 1pm (at Skagit 911)**

**RFP DUE DATE/TIME: 3:00 pm, April 25, 2013**

## TABLE OF CONTENTS

<b>SECTION ONE – OVERVIEW .....</b>	<b>4</b>
BACKGROUND.....	4
ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER (“I-COM”).....	4
SKAGIT 911.....	4
I-COM CURRENT SYSTEM AND ENVIRONMENT .....	5
I-COM WORKSTATIONS.....	5
SKAGIT 911 CURRENT SYSTEM AND ENVIRONMENT .....	5
SKAGIT 911 WORKSTATIONS.....	5
NEEDS OF I-COM AND SKAGIT 911 .....	5
DATA TO BE INCLUDED IN PROPOSAL .....	7
DEVIATIONS AND/OR EXCEPTIONS.....	7
TRAINING ROOM.....	7
PROJECT OBJECTIVES .....	7
INTERLOCAL AGREEMENT.....	8
APPLICATION SPECIFIC SYSTEM REQUIREMENTS FOR I-COM .....	8
APPLICATION SPECIFIC SYSTEM REQUIREMENTS FOR SKAGIT 911 .....	9
SPARE PARTS .....	10
SYSTEM EXPANSION .....	10
RADIO CONTROL PROTOCOLS .....	10
PARALLEL CONSOLE OPERATION W/ OTHER CONSOLES AND REMOTES .....	10
LOGGING STATUS PORT.....	10
PROGRAMMABILITY .....	10
<b>SECTION TWO – PROPOSAL INSTRUCTIONS .....</b>	<b>11</b>
A. GENERAL CONDITIONS.....	11
Quality of the Proposal.....	11
Prime Contractor Responsibility.....	11
Basis of Selection.....	11
Significant Dates .....	12
Pre-Proposal Conference.....	13
Test Demonstrations .....	14
Proposal’s Use .....	14
Submittal Process .....	14
B. PROPOSAL CONTENT .....	15
Part One - Executive Summary.....	15
Part Two - Company Profile.....	15
Part Three – Proposed System Configuration .....	15
Part Four – Implementation Schedule .....	16
Part Five - Training and Support.....	16
Part Six - Cost Summary .....	16
Part Seven - Contract Document.....	17
Part Eight - Additional Information .....	17

C. SELECTION CRITERIA.....	17
Proposal Evaluation Process.....	18
Method of Evaluation.....	18
<b>SECTION THREE– GENERAL VENDOR INFORMATION.....</b>	<b>18</b>
ACCEPTANCE TESTING .....	18
PERIODIC PROGRESS PAYMENTS .....	19
DEVELOPMENT COSTS .....	20
RFP QUESTIONS .....	20
ADDENDA .....	20
WITHDRAWAL OF PROPOSALS .....	21
PROJECT MANAGERS .....	21
RIGHT TO PARTIAL AWARD .....	22
<b>SECTION FOUR– APPENDICES.....</b>	<b>23</b>
APPENDIX A.....	23
APPENDIX B.....	24
APPENDIX C.....	25
APPENDIX D.....	35
APPENDIX E-1.....	38
APPENDIX E-2.....	39
APPENDIX E-3.....	40
APPENDIX G.....	42
<b>READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. FEDERAL REGULATIONS REQUIRE CONTRACTORS AND BIDDERS TO SIGN AND ABIDE BY THE TERMS OF THIS CERTIFICATION, WITHOUT MODIFICATION, IN ORDER TO PARTICIPATE IN CERTAIN TRANSACTIONS DIRECTLY OR INDIRECTLY INVOLVING FEDERAL FUNDS.....</b>	<b>42</b>
SAMPLE DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION CONTRACT PROVISION .....	44

## **SECTION ONE – Overview**

### ***Background***

Island County Emergency Services Communications Center (“I-COM”) provides UHF and VHF emergency communications to all law enforcement, fire and emergency medical services in Island County. I-COM intends to replace its current analog radio console system with a state of the art digital I.P. based system. In this Request for Proposal (“RFP”) I-COM is requesting responsive proposals from qualified vendors (Vendor(s)) to provide the replacement system required by I-COM.

Skagit 911 provides VHF and UHF emergency communications to all fire and emergency medical services in Skagit County. Skagit 911 intends to replace its current analog radio console system with a state of the art digital I.P. based system. In this Request for Proposal (“RFP”) Skagit 911 is requesting responsive proposals from qualified vendors (Vendor(s)) to provide the replacement system required by Skagit 911.

### ***Island County Emergency Services Communications Center (“I-COM”)***

I-COM is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls originating in Island County, Washington.

I-COM provides dispatch services to four law enforcement, five fire service agencies and one hospital. It alerts emergency responders via Zetron Model 25 encoder and Zetron audio panel 4217B. I-COM is currently equipped with a Zetron Model 4024 system. There are currently six radio console work stations. The replacement solution will need to work side by side as a phased in design to eventually be an eight radio console work station solution.

### ***Skagit 911***

Skagit 911 is the primary Public Safety Answering Point (PSAP) for all 9-1-1 calls originating in Skagit County, Washington.

Skagit 911 provides dispatch services to 8 law enforcement agencies, 23 fire service agencies, 2 ambulance services, and has contracts with some federal agencies for partial service. It alerts emergency responders via Zetron Model 25 encoder and Zetron audio panel 4217B. Skagit 911 is currently equipped with a Zetron Model 4048 system. There are currently 9 radio console work stations. The replacement solution will need to work side by side with the current system until installation and training on the new system are complete.

The new system needs to be redundant and provide for reciprocal control of I-COM/Skagit 911 radio and dispatching systems.

### ***I-Com Current System and Environment***

I-COM manages its own private network as well as being a managing partner in the shared looped 150 Mbs Alcatel-Lucent Microwave Radio System, utilizing MPLS routing in a regional network.

### ***I-COM Workstations***

Equipment on the current six dispatch positions consists of the following:

- A. Dual headset jacks for 6 wire headsets
- B. Zetron Model 25 encoder, and Zetron audio panel #4217B
- C. Spillman CAD workstation with dual 20" monitors.
- D. Stencil 10-9 digital call check for radio and phones
- E. Positron Viper IP phone system

### ***Skagit 911 Current System and Environment***

Skagit 911 manages its own private network as well as being a managing partner in the shared looped 150 Mbs Alcatel-Lucent Microwave Radio System, utilizing MPLS routing in a regional network.

### ***Skagit 911 Workstations***

Equipment on the current 9 dispatch positions consists of the following:

- A. Dual headset jacks for 6 wire headsets
- B. Zetron Model 25 Encoder and Zetron audio panel #4217B
- C. Spillman CAD workstation with dual monitors
- D. Stencil 10-9 digital call check for radio and phones
- E. Positron Viper IP phone system

### ***Needs of I-COM and Skagit 911***

I-COM and Skagit 911 desire a turnkey system, with the Vendor ultimately selected by I-COM and Skagit 911 expected to supply all hardware and software required for the replacement of the current radio console system by **August 31, 2013**.

I-COM and Skagit 911 are seeking a single Vendor who can provide an integrated solution including but not limited to all related training, installation, and maintenance support to I-COM and Skagit 911 staff. The Vendor shall provide a comprehensive

solution that separately addresses the needs of I-COM and Skagit 911 and jointly addresses the system redundancy and reciprocal radio system control needed to serve multiple authorities within each County. The I-Com system to be replaced is located at 840 SE Barrington Drive, Oak Harbor, Washington. The Skagit 911 system to be replaced is located at 2911 East College Way, Mount Vernon, Washington. The requested replacement system must interface with the current systems and be IP compatible with existing networks. Any Proposal submitted by a Vendor in response to this RFP shall clearly define how the proposed system can and will satisfy both I-COM's and Skagit 911's requirements and any proposed replacement system must be capable of remote access and system redundancy.

Any responsive proposal submitted by a Vendor ("Proposal") shall be for both systems as specified in all respects notwithstanding the details presented in the specifications. It is the responsibility of the Vendor to verify the completeness of the equipment proposal and the suitability of all devices and systems to meet the content and intent of the specifications. Any additional equipment required to satisfy the specifications and to provide an effective replacement system for I-COM's and Skagit 911's requirements, even if not specifically mentioned herein, shall be provided by the Vendor without claim for any additional payment. It is understood that the request for proposal and any agreement that is ultimately executed by the selected Vendor and/or I-COM and/or Skagit 911 contemplates will require the construction, supply and installation, operation and maintenance of completely operational and functional systems and equipment, which meet all Public Safety Standards.

The Vendor selected by I-COM and/or Skagit 911 shall be able to provide a direct IP output for an interface to a **Stancil** logging recorder for all telephone and radio communications.

The RFP does not include or require any provisions for the following components or equipment:

1. Dispatch console furniture or chairs
2. Logging recorder equipment
3. Mapping software
4. CAD / RMS systems
5. Mobile radios or pagers
6. Base and Repeater Radios
7. Microwave and Fiber Backhaul to/from Remote Sites

The components listed above in items 1-7 currently exist and will be expected to be incorporated into and utilized by the replacement system.

These specifications do not include any proprietary items, circuits, or devices, which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, and performance criteria contained within these specifications are considered to be written

within the current state of the art and are currently being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications will not be considered sufficient cause to adjudge any of these specifications as being restrictive.

***Data To Be Included In Proposal***

1. Qualifications of the Vendor.
2. Catalog description, literature, drawings, specification sheets, or other items as applicable for all items and devices being proposed.
3. A complete description of all services to be supplied.
4. A detailed list of all equipment proposed.
5. The details of the warranty and service organization.
6. A full and complete description of the equipment offered, its operation and features and the manner by which the replacement system will satisfy all requirements of the RFP.
7. A signed statement that the Vendor will comply fully with the requirements of the request and that the Proposal is complete.
8. A detailed statement of work and responsibilities of the Vendor and I-COM and/or Skagit 911
9. Rack and equipment placement conceptual drawing.
10. All other information set forth in this RFP.

***Deviations and/or Exceptions***

If the responding Vendor makes any exceptions to the specification or must deviate from the requirements, the Vendor shall fully state each such deviation and exception and the reasons for doing so. In addition, a complete explanation of the consequences and results of the changes shall be included by the Vendor as part of their Proposal.

***Training Room***

A Training Room is located at each site. Any auxiliary equipment that will be needed in the training room to receive voice and/or data will need to be included in the cost summary.

***Project Objectives***

The preferred concept received from responding Vendor that is selected by I-COM and/or Skagit 911 will be the one deemed by I-COM and/or Skagit 911 as the most compatible with long-term needs of I-COM and/or Skagit 911 and its approach to cooperating with other law enforcement and emergency service agencies to facilitate the following:

- Improve radio communications and alerting capabilities.
- Improve frequency monitoring.

- Provide greater accuracy, efficiency, and speed in responding to and monitoring multiple frequencies
- Increase public safety personnel productivity and resource management.
- Enhance emergency responder safety with PTT/ID and emergency alerting from remote radios. Provide additional system capacity due to growth or crisis.
- Provide for console system redundancy.
- Provide for the ability for each 911 center to operate each other's radio systems as needed.

***Interlocal Agreement***

Pursuant to Chapter 39.34 of the Revised Code of Washington, it is also the intent of this bid document to make available to other local government entities by mutual agreement with the successful bidder, the right to purchase the same equipment/product at the prices quoted for the period of the contract. Each bidder shall indicate on the bid form in the space provided if they will honor political subdivision order in accordance with contract terms and provisions.

***Application Specific System Requirements for I-COM***

Key attributes of the console system shall be as defined in paragraphs 2.4.x below:

Quantity/Type of Operator Positions:

Qty: 8  
 Type: Mouse and TouchScreen driven

Base or Control Station Interface Requirements

Tone: 60 Channels 2/4-wire Single and multiple function tones  
 Local E&M: 16 Channels 4-wire Relay PTT

Auxiliary Control Input/Output Lines:

Inputs: 6 (Opto-isolated — 24max)  
 Inputs: 6 (Non-opto-isolated — 24 max)  
 Outputs: 12 (Relay -24 max)

Paging Controls:

Minimum paging groups: 60

Analog Paging Formats

Two-Tone Standard (Mot. or GE)  
 Knox DTMF



Non-Standard custom two-tone (Plectron)  
Hi-Speed DTMF (6-10 digits – Knox Box Compatible)

MDC1200 Required Functions for Officer Safety

PTT-ID – (Displayed as text)  
Emergency Alert  
Emergency Acknowledge  
Emergency Clear

Operator Accessories

Headset Jacks – 6-wire  
Footswitch

Power Requirements

Primary Power  
120 VAC

Secondary Power  
UPS – all dispatch positions are on existing UPS

***Application Specific System Requirements for Skagit 911***

Key attributes of the console system shall be as defined in paragraphs 2.4.x below:

Quantity/Type of Operator Positions:

Qty: 11 (to include 2 laptop applications)  
Type: Mouse and TouchScreen driven

Base or Control Station Interface Requirements

Tone: 100 Channels 2/4-wire Single and multiple function tones  
Local E&M: 24 Channels 4-wire Relay PTT

Auxiliary Control Input/Output Lines:

Inputs: 6 (Opto-isolated — 24max)  
Inputs: 6 (Non-opto-isolated — 24 max)  
Outputs: 12 (Relay -24 max)

Paging Controls:

Minimum paging groups: 60

Analog Paging Formats

Two-Tone Standard (Mot. or GE)  
Knox DTMF  
Non-Standard custom two-tone (Plectron)  
Hi-Speed DTMF (6-10 digits – Knox Box Compatible)

MDC1200 Required Functions for Officer Safety

PTT-ID – (Displayed as text)  
Emergency Alert

Emergency Acknowledge  
Emergency Clear

Operator Accessories  
Headset Jacks – 6-wire  
Footswitch

Power Requirements

Primary Power  
120 VAC

Secondary Power  
UPS – all dispatch positions are on existing UPS

### ***Spare Parts***

Spare parts for critical components shall be provided with the system purchase.

### ***System Expansion***

The proposed system shall be expandable to accommodate a total of 100+ radio channels. Additionally, the system shall be expandable to add console positions at both 911 centers and at off premise locations.

### ***Radio Control Protocols***

The dispatch console shall be capable of interfacing with and controlling the following communications devices: base stations; control stations; and repeaters using 2, 4, or 6 wire connections and while operating in analog or digital conventional modes.

### ***Parallel Console Operation w/ other Consoles and Remotes***

The console shall be capable of supporting “Line Operated Transmit Light” (LOTL) indications on Tone controlled channels. When LOTL is configured and enabled, the console shall indicate to operator(s) when a paralleled remote or console is transmitting on that channel. This function shall be available on a per channel basis, and may be enabled or disabled as required during the transition period from old to new console systems.

### ***Logging Status Port***

The console system shall provide an interface for the purposes of logging system configuration changes and any fault conditions that may occur.

### ***Programmability***

The console shall be capable of 100% field programmability. This shall be accomplished using all of the following options:

- Console-programming software and cables supplied with the system.
- Directly from a supervisory CRT based position.
- Remote Desktop Access.

- The software shall be capable of execution on an IBM PC or compatible computers.
- Software, programming cables, and all manuals shall become the property of the end-user upon payment of final invoice.
- 

## **SECTION TWO – Proposal Instructions**

### ***A. General Conditions.***

#### Quality of the Proposal

The quality of the Proposal submitted by a Vendor is viewed as an indication of the Vendor's general capability and technical competence. Quality is interpreted as: (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

Vendors may submit more than one proposal.

#### Prime Contractor Responsibility

I-COM and Skagit 911 prefer that any Vendor Proposal that includes equipment or software marketed and/or supported by other companies or individuals contain a statement that the Vendor intends to act as prime contractor for the delivery of the entire system.

#### Basis of Selection

This RFP seeks assurance of:

- A turnkey system
- A proven track record for the system proposed, to include 3 or more successful installations in the U.S.
- Experience providing a similar sized system
- High reliability
- Fast system response time
- Future expandability
- Operator/user friendliness

- Training of users, supervisors, and/or train the trainers and I-COM and Skagit 911 system support and maintenance staff
- Training to certify agency technical staff to support and maintain the system
- Maintainability
- Long-term useful life
- Timely implementation

All equipment must meet or exceed current standards of the Electronic Industries Association (EIA) and all applicable rules and regulations of the Federal Communications Commission and other applicable governmental agencies, in addition to those specified herein.

Where applicable, all rules and regulations of the National Electrical Code, the City of Oak Harbor, Island County Building Code, the City of Mount Vernon, International Building Code, and all other codes that may pertain to this type of installation and the replacement system must be honored and no work may commence until all legal formalities regarding same have been confirmed to the satisfaction of I-COM and Skagit 911, all plans have been approved by the applicable authorities and the Vendor's work will be in full compliance with all applicable laws, codes and regulations.

The absence of specifications regarding any details implies that the very best general practices will be required of the Vendor and that first quality materials and workmanship will be provided by the Vendor.

Selection Criteria that will be utilized by I-COM and Skagit 911 in its decision-making process in the consideration of Proposals are set forth in Part C of these instructions. The selection will not be solely on the basis of price.

Significant Dates

Proposals will be received and evaluated according to the following schedule of estimated target dates:

March 7, 2013	By 5:00 pm, PST	RFP released
March 26, 2013	1:00pm, PST	Mandatory pre-bid conference
April 25, 2013	3:00pm, PST	Deadline to Submit Proposal
April 29 – May 3, 2013	TBD (week of)	Demonstration of Selected Proposed System(s)
May 13, 2013	1:00pm, PST	Contract negotiation begins

May 24, 2013		Review/Approve Detail Design, Schedule, Implementation Plan
TBD per contract		Implementation and training
TBD per contract		Factory Staging, Testing and Acceptance
August 31, 2013	(no later)	Final acceptance on site(s)

Pre-Proposal Conference

A pre-proposal conference will be held on **March 26, 2013** at **1:00 p.m.** at Skagit 911, 2911 E College Way, Mount Vernon, Washington. Representatives from I-COM and Skagit 911 will be present to discuss the RFP and answer questions. Attendance at the pre-proposal conference is MANDATORY. Any Person(s) representing a Vendor at the pre-proposal conference must be a direct employee of the proposing Vendor and will need to provide email contact information for a Registered Vendor Contact list.

To facilitate the clarification of requirements, participating Vendors shall submit questions in writing **no later than 5:00 p.m., PST on March 19, 2013** via e-mail to:

**For I-COM**

Alice Johnson  
Project Lead and  
I-COM Assistant Director  
840 SE Barrington Drive  
Oak Harbor, WA 98277  
Fax: (360) 675-4717  
e-mail: alice@icom911.org

**For Skagit 911**

Deb Flewelling  
Project Lead and  
Skagit 911 Assistant Director  
2911 E College Way, Suite A  
Mount Vernon, WA 98273  
Fax: 360-848-9445  
e-mail: debf@co.skagit.wa.us

Alternate contact:

**For I-COM**

Tom Shaughnessy  
Director I-COM 911  
840 SE Barrington Drive  
Oak Harbor, WA 98277  
Fax: (360) 675-4717  
e-mail: toms@icom911.org

**For Skagit 911**

Bill King  
Director Skagit 911  
2911 E College Way  
Mount Vernon, WA 98273  
Fax: 360-848-9445  
e-mail: bking@co.skagit.wa.us

These questions will be answered at the pre-proposal conference, as well as any other questions/issues that may arise during this conference. After this conference, a dispatch center site tour will be available and conducted for those interested parties. Additional questions arising after the pre-conference and site tours must be submitted via email. Answers will be published within two business days to the Registered Vendor Contact list.

### Test Demonstrations

Test demonstrations may be requested of any equipment proposed as a means of confirming the Vendor's claim regarding the capabilities of the proposed solution.

### Proposal's Use

The Vendor's response to this RFP will be included in the final contract.

### Submittal Process

The Vendor shall submit one (1) original and five (5) copies of their proposal along with two electronic copies to each of the following recipients:

Tom Shaughnessy, Director I-COM 911  
c/o Alice Johnson, Project Lead and  
I-COM Assistant Director  
840 SE Barrington Drive  
Oak Harbor, WA 98277  
Fax: (360) 675-4717  
e-mail: [alice@icom911.org](mailto:alice@icom911.org)

Bill King, Director Skagit 911  
c/o Deb Flewelling Project Lead and  
Assistant Director Skagit 911  
2911 E College Way, Suite A  
Mount Vernon, WA 98273  
Fax: 360-848-9445  
e-mail: [debf@co.skagit.wa.us](mailto:debf@co.skagit.wa.us)

Any Proposal must be submitted in a sealed *container* and marked "Proposal for Public Safety E9-1-1 Radio Console System." It is the responsibility of the Vendor to see that its proposal is received by the specified time and date. The date postmarked is not considered. Telephone, telegraph, e-mailed and facsimile Proposals will not be accepted. Proposals are due as noted above and will be automatically rejected if received any time after this deadline date and time.

All Proposals should either be sent certified or registered U.S. mail, return receipt requested, UPS or FedEx with delivery signature required, or personally delivered by **3:00 p.m. PST, April 25, 2013**. I-COM and Skagit 911 will take no responsibility whatsoever for any Proposal that is not timely received. Any Proposal received after this deadline for the receipt of Proposals will be rejected and will not be considered and will be returned to the Vendor unopened via U.S. mail. The Vendor is responsible for all delivery and re-delivery costs.

Proposals may be withdrawn, modified, and resubmitted prior to the formal proposal due date and time. Proposals containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn within 48 hours after the bid opening only if clear and convincing sworn written evidence of such errors is furnished to, and accepted by, I-COM and Skagit 911.

Proposals must be signed in ink using the I-COM/Skagit 911 Bid Submittal Sheet in Appendix A. If the Vendor is a corporation, limited liability company, partnership or other similar entity, the Proposal shall be signed by an officer, manager, managing member or other representative authorized by resolution to act on behalf of the Vendor in the submission of the Proposal to I-COM and Skagit 911 and a certified a copy of the

authorizing resolution must accompany the Proposal. Otherwise, the Proposal shall be signed by each Vendor/Owner.

I-COM and Skagit 911 reserves the right to reject any and all Proposals submitted.

All Proposals and all related supporting materials as well as all correspondence relating to the RFP that are submitted to I-COM and/or Skagit 911 shall become the property of I-COM and/or Skagit 911 when received, except for any Proposal that is rejected by I-COM and/or Skagit 911 based on late delivery as stated above.

Any proprietary information contained in a Proposal must be specifically indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored. Information that is not marked as proprietary will be considered public or generally available commercial or technical data. All Vendors are advised that information marked proprietary will be honored by I-COM and Skagit 911 only to the extent allowed by the Washington State Public Disclosure statute, **chapter 42.17 RCW**, as amended from time to time, or by other applicable federal laws and regulations concerning the "public's right to know".

## ***B. Proposal Content***

### Part One - Executive Summary

The Executive Summary should be written for a non-technical reader and contain a no more than two page summary of the contents of the proposal including:

- A. IP Based Radio Console System solution.
- B. Comparable with current Zetron 4217B solution.
- C. Warranty and maintenance support.
- D. Training proposal.
- E. Pricing. All pricing will be in a section(s) separate from (not included in) the RFP response.
- F. As an option – the cost of five year maintenance pricing.

### Part Two - Company Profile.

Complete the questionnaire contained in Appendix B. Include a separate sheet for each Vendor if a joint proposal is prepared. Include a copy of the latest annual report or company brochure, if available. Every Vendor involved in the proposal must provide a Vendor profile and four references of comparable size and structure to I-COM and Skagit 911 (Washington State customers preferred).

### Part Three – Proposed System Configuration

Vendor must provide a detailed diagram showing the major components of the proposed system, accompanied by tables containing short descriptions of the diagrammed components in terms of their value/benefit.

The Vendor shall break down and explain each component and service proposed in sufficient detail to provide the evaluation team the ability to associate each component or service proposed directly to the required functionality of this document. The Vendor shall provide a drawing showing the connectivity of all components in the proposed solution. Drawings should be 'as built' to include all hardware and software components including interfaces to existing or third party systems being utilized by I-COM and Skagit 911.

Vendor may attach appendices and reference them from within the proposal response, particularly for lengthy responses on a single subject. The Vendor shall prepare the response to allow I-COM and Skagit 911 to understand the intent of Vendor without the reading of the attachments. Hardware, software, or service brochures may also be attached where they are appropriate.

#### Part Four – Implementation Schedule

I-COM and Skagit 911 plan to install selected equipment immediately after contract execution and have the system operational within one month after installation. ***However, the Proposal should include what the Vendor's experience has shown to be a realistic delivery and implementation schedule.*** The schedule should not be dated, but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be performed by the Vendor as well as by I-COM and/or Skagit 911 should be specifically stated and included in the schedule.

Vendors are required to provide a detailed system acceptance test plan as part of the implementation schedule.

#### Part Five - Training and Support

This section shall include:

- List of Trainers and their resumes to be assigned to the project
- Training information, including materials prepared by the Vendor.
- Support information, including preventive maintenance.
- I-COM requests 8 User Manuals and 2 System Administrator manuals.
- Skagit 911 requests 10 User Manuals and 2 System Administrator manuals.
- Define your "train the trainer" program methodology (preferred method).

#### Part Six - Cost Summary

Provide the specific cost of each item including auxiliary equipment in the Training Room. Although it is I-COM's and Skagit 911's intent to each purchase a system outright, alternative financing will be considered. Alternative financing proposals may include lease purchase, lease, rent or any other proposal that the Vendor deems attractive to I-COM and/or Skagit 911. Alternative financing proposals should be proposed as independent items and should be separate from the outright purchase



alternative. I-COM and Skagit 911 are not exempt from sales tax. The Vendor will be required to include local/State sales tax at 8.7% in its pricing proposal.

#### Part Seven - Contract Document

Attached to this document are I-COM's standard purchase contract "**Appendix C**" and Skagit 911's standard purchase contract "**Appendix D**". The contracts are for procurement of the types of systems called for under this RFP. They contain all of the terms and conditions required by I-COM and Skagit 911.

If a Vendor takes exception to any requirement contained in I-COM's or Skagit 911's standard contract(s), the Vendor shall SPECIFICALLY identify the section and paragraph to which it takes exception. In such cases, the Vendor shall also provide a proposed modification to the language of such section and paragraph. Such proposed modifications must be structured so as to maintain the formatting and numbering sequence of the standard contract.

All Proposals must additionally include copies of any other agreements that the Vendor proposes that I-COM or Skagit 911 would be required to execute if I-COM or Skagit 911 were to accept the Proposal. However, please note that any -- if any, such agreements shall be subject to the terms and conditions contained in I-COM and/or Skagit 911's standard contract, which contract terms and conditions shall take precedence.

All Proposals shall include a completed Non-Collusion Affidavit attached to this document and labeled **Appendix E-1** and **Appendix E-2**, and **Appendix G** ("**Debarment/Suspension form**" along with applicable agency purchase contract and/or vendor agreement and, as applicable, **Appendix E-3**).

Finally, if applicable, copies of any post-warranty maintenance agreement(s), including any variable service options shall be provided in the Proposal and an estimate of any post-warranty maintenance costs shall also be provided.

#### Part Eight - Additional Information

This section shall include any additional information the Vendor deems necessary.

##### ***C. Selection Criteria***

The Proposals received will be evaluated to determine which Proposal is most advantageous to I-COM and/or Skagit 911 utilizing competitive negotiation as provided by RCW 39.04.270, subject to all provisions of RCW Chapter 39.04. In addition, the Vendor shall meet the criteria set forth in RCW Chapter 39.04, including but not limited to the responsibility criteria set forth in RCW 39.04.350.

- **45%** -- Ability to meet and administer technical needs.
- **20%** -- Maintenance and support.
- **15%** -- Total system cost.
- **15%** -- Ability to implement proposed system in a timely manner.

- **5% -- Vendor Experience.**

#### Proposal Evaluation Process

The evaluation of the Proposals will be conducted by a committee comprised of representatives from I-COM and Skagit 911 staff and other persons deemed necessary by I-COM or Skagit 911 for proper evaluation by I-COM's and Skagit 911's Project Manager.

I-COM and Skagit 911 also reserves the right to conduct a pre-award survey and to require other evidence of technical, production, managerial, financial, or other abilities deemed necessary by I-COM or Skagit 911 prior to the award of any contract in response to this RFP.

#### Method of Evaluation

The evaluation method to be used by I-COM and Skagit 911 will consist of listing all of the features considered to be important by I-COM and Skagit 911 to the project and applying a weighting factor to each of these features. Once I-COM's and Skagit 911's consideration of the Proposals is complete, each of the Vendors will be judged as to its ability to meet or exceed I-COM's and Skagit 911's requirements that are specified in this RFP.

When I-COM and/or Skagit 911 has made its final decision on the Proposals submitted for this RFP, I-COM and/or Skagit 911 will make their choice, if any, on the selection of a Vendor, in writing, and formally communicate its decision to all Vendors that submitted a Proposal to I-COM and Skagit 911 for their consideration.

### **SECTION THREE– General Vendor Information**

#### ***Acceptance Testing***

The replacement system that is the subject of this RFP (System) must be accepted or rejected within 90 days after installation is complete. Installation of the System is defined as being complete when all hardware and software has been installed, acceptance procedures have been run at the user location successfully and I-COM and Skagit 911 has approved the results of the acceptance testing. As part of the acceptance process it is the intent to have the system fully operational and used for training staff on the new system. This gives I-Com and Skagit 911 the opportunity to use the system and the vendor to correct any issues that occur before the system goes live.

All System hardware must be installed in order to run the onsite acceptance test. Final acceptance of the System will occur when 30 days of uninterrupted, trouble-free operation has occurred in the live operational environment. Vendor will use commercially reasonable efforts to remedy failure within seven days. The acceptance period will then be extended an additional 30 days beyond the remedy date.

No warranties will accrue until final acceptance has occurred; however, any repairs and changes in the System that are required during the acceptance period prior to final acceptance are the responsibility of the Vendor. If acceptance does not occur, then I-COM and/or Skagit 911 shall return the products to the Vendor and receive a complete refund of amounts paid to Vendor.

System acceptance will include:

- All equipment, cabling, features, etc. have been provided as ordered, have been correctly installed and are in proper working order.
- Verification that all training has been completed.
- Reconciliation of all charges.
- Final acceptance by I-COM and Skagit 911 will be in writing.

First year **7X24** support will commence upon the first day of the month following acceptance.

***Periodic Progress Payments***

Any payments made to the Contractor shall be conditioned upon completion of previously determined project segments and/or milestones. Payments shall not be construed as or constitute an acceptance, in whole or in part, by I-COM or Skagit 911 of the total project, nor any part thereof, nor any equipment, prior to official final acceptance of the System accompanied by final payment in accordance with full completion of the contractual requirements.

Payments to Vendor will be progressive and based on the following schedule, but not necessarily in this order:

Signed Agreement of acceptance tests and the criteria and standards for final acceptance of the System	5 %
Completion of installation of equipment	30 %
Completion of installation of all software	25 %
Final acceptance of System	40 %

In no way shall the making of periodic progress payments be construed to limit the recourse of I-COM or Skagit 911 under the contract.

Invoicing

The Contractor shall submit separate invoices to each agency listing the services performed and completed for each agency’s systems to:

**For I-COM**

I-COM 911 Business Office  
c/o Alice Johnson, Project Mgr./Asst. Dir.  
840 SE Barrington Drive  
Oak Harbor, WA 98277  
Fax: (360) 675-4717  
Telephone: (360) 279-2197  
e-mail: alice@icom911.org

**For Skagit 911**

Skagit 911  
Deb Flewelling, Assistant Director  
2911 E College Way, Suite A  
Mount Vernon, WA 98273  
Fax: 360-848-9445  
Telephone: 360-428-3200  
e-mail: debf@co.skagit.wa.us

The invoice should cite the Contract Number, and date of services or delivery of an end product, per the above milestone payment schedule.

**Development Costs**

Neither I-COM or Skagit 911 nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Vendors should prepare their proposals simply and economically, providing a straightforward and concise description of the Vendor’s ability to meet the requirements of the RFP.

**RFP Questions**

The Vendor shall submit all questions about the RFP to:

For I-COM

Alice Johnson  
I-COM 911 Project Manager/Asst. Dir.  
840 SE Barrington Dr.  
Oak Harbor, WA 98277  
Fax: (360) 675-4717  
Telephone: (360) 279-2197  
e-mail: alice@icom911.org

For Skagit 911

Deb Flewelling  
Project Lead/Skagit 911 Assistant Director  
2911 E College Way, Suite A  
Mount Vernon, WA 98273  
Fax: 360-848-9445  
Telephone: 360-428-3200  
e-mail: debf@co.skagit.wa.us

and shall be submitted via email to the Project Managers as listed above. I-COM and Skagit 911 shall not be responsible for oral clarifications or responses from any party other than the Project Manager.

**Addenda**

I-COM and Skagit 911 may record its responses to inquiries and any supplemental instructions in the form of written addenda. I-COM or Skagit 911 may mail or e-mail written addenda before the date fixed for receiving the proposals. Vendors shall contact the project manager to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. All addenda issued shall become part of the resulting contract.

### ***Withdrawal of Proposals***

Proposals may be withdrawn by notifying I-COM and/or Skagit 911 in writing at any time prior to the deadline for the proposal submittal. After the deadline, the proposals become a record of I-COM and Skagit 911 and will not be returned. Negligence on the part of the Vendor in preparing its proposal confers no right of withdrawal or modification of its proposal after such proposal has been opened by I-COM and/or Skagit 911 staff at the appointed time and place.

### ***Project Managers***

Project Manager for I-COM will be Alice Johnson, I-COM Assistant Director, who will be the single point of contact for the Contractor. The Project Manager will be responsible for directing the project team and for coordinating the efforts of all other agencies involved (Police, Fire, etc.).

Project Manager for Skagit 911 will be Deb Flewelling, Assistant Director, who will be the single point of contact for the Contractor. The Project Manager will be responsible for directing the project team and for coordinating the efforts of all other agencies involved (Police, Fire, etc.).

I-COM and Skagit 911 will provide the following services and facilities, respective to each agency in support of the System implementation. However, as specified in the RFP, the Vendor must describe specific needs (such as electrical power for equipment) for installing equipment or other turnkey system implementation Requirements.

- **Communications Room:** I-COM and Skagit 911 will provide a Communications Room(s).
- **Site Preparation:** I-COM and Skagit 911 will provide all electrical, air conditioning, and other facility needs and/or modification as specified in the Vendor's proposal.
- **External Communications Equipment:** I-COM and Skagit 911 will provide and install external communications lines and telephone equipment as required to support the proposed System as specified in the Vendor's Proposal. By "external", we mean equipment outside of the solution/system itself.
- **Access to Facilities:** I-COM and Skagit 911 will arrange for installation personnel to have access to applicable facilities at the times scheduled for equipment installation.
- **Wiring Installation:** The Contractor is responsible for providing the wiring cables necessary to connect all Contractor provided equipment to the existing environment/systems. In addition, I-COM and Skagit 911 expect the provider to remove all unused wiring, and clearly tag/identify all new wiring installed.

***Right to Partial Award***

I-COM or Skagit 911 may or may not decide to award a contract under this RFP. However, it is the intent of I-COM and Skagit 911 to award the contract to a single compliant Vendor. I-COM and Skagit 911 reserves the right to partially award all or portions of any Proposal as I-COM and Skagit 911 may deem necessary in its interest. I-COM and Skagit 911 reserves the right to:

- 1) Accept or reject qualifications or Proposals in part or in whole;
- 2) Request additional qualification information;
- 3) Limit and/or determine the actual contract services to be included in a contract that is awarded;
- 4) Obtain information for use in evaluating submittals from any source; and
- 5) Reject all submittals.

I-COM and Skagit 911 shall be the sole judge of its own best interests, the Proposals and the resulting negotiated agreement, if any. All I-COM's and Skagit 911's decisions will be final.

## SECTION FOUR– Appendices

### APPENDIX A IP Based Radio Console System PROPOSAL SUBMITTAL SHEET

QUANTITY	DESCRIPTION	UNIT PRICE EACH	TOTAL PRICE
	Washington State Sales Tax at 8.7%		
	<b>TOTAL</b>		

Delivery time after receipt of order (calendar days)

Terms of payment

Will you sell additional units to I-COM/Skagit 911 at the proposal price until further notice? Yes  No

Will you sell additional units to other government agencies within the State of Washington at the proposal price, terms and conditions until further notice? I-COM/Skagit 911 accepts no responsibility for the payment of the purchase price by other government agencies. Yes  No

The undersigned hereby accepts the terms and conditions as set forth herein. **This proposal submittal sheet must be signed and dated by the Vendor or a representative legally authorized to bind the Vendor.**

FULL LEGAL NAME OF VENDOR \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

TYPE OF BUSINESS:  Corporation  Partnership (general)  Partnership (limited)  
 Sole Proprietorship  Limited Liability Company

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME (PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX B**  
COMPANY PROFILE

The following questions should be answered by each Vendor if a joint proposal is submitted.

1. Nearest office location? \_\_\_\_\_
2. How many years in business? \_\_\_\_\_
3. How many IP Based system installations? \_\_\_\_\_
4. Support Services:  
Do you offer toll-free support numbers? \_\_\_\_\_  
Hours support is available? \_\_\_\_\_  
Do you offer dial-in diagnostics? \_\_\_\_\_  
Do you offer support via the Internet? \_\_\_\_\_
5. Staffing:  
Management team \_\_\_\_\_  
Marketing \_\_\_\_\_  
Customer Support (including training) \_\_\_\_\_  
Other \_\_\_\_\_  
Total \_\_\_\_\_
6. Any pending litigation? \_\_\_\_\_  
If yes, explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Ownership structure (corporation, LLC, sole proprietorship, partnership, other) \_\_\_\_\_
8. References – It is mandatory that the Vendor(s) provide evidence of experience with projects similar to that which this RFP outlines. Each proposing Vendor must supply at least four (4) references which have equipment similar to what is proposed of comparable size and structure to I-COM (Washington State is preferred). The reference list should be inserted directly after this page and contain the following information:  
Company  
Contact  
Telephone number  
Equipment configuration (number of positions, number of agencies if multi-jurisdictional, number of calls for service, number of frequencies monitored etc.)
9. Has this company or affiliates ever been debarred or suspended from doing business with any State, local or Federal Government. \_\_\_\_\_



**APPENDIX C**

**I-COM PURCHASE CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between I-COM (Island County Emergency Services Communications Center) (hereinafter called "I-COM" or the "Purchaser") and \_\_\_\_\_ (hereinafter called the "Contractor", or "Vendor").

WITNESSETH: That the Purchaser and the Contractor, in consideration of the performance of the terms and conditions hereinafter mentioned, agree as follows:

**ARTICLE I  
CONTRACT DOCUMENTS**

The complete contract includes the Request for Proposal, the Instructions to Vendors, the Proposal, the Specifications, the Standard Terms and Conditions, the Purchase Order Requisition, and the Purchase Contract. The foregoing documents shall hereinafter be called "Contract Documents" or "Contract". All obligations of the Purchaser and the Contractor are fully set forth and described herein.

In the event of a discrepancy between any of the Contract Documents, as above defined, the Purchaser shall make written interpretation thereof, which interpretation shall govern.

**ARTICLE II  
CONTRACT COST**

The Contractor agrees to sell and deliver to the Purchaser, at the delivery point specified in the Instructions to Vendors, and the Purchaser agrees to purchase and receive from Contractor the equipment as described and set forth in the Contract Documents and the provisions of the Contractor's bid attached and made a part hereof.

**ARTICLE III  
ASSIGNMENT**

The Contractor shall not assign any of its rights or responsibilities under this Contract without the express prior written consent of the Purchaser.

**ARTICLE IV  
APPLICABLE LAW AND VENUE**

This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the

rights and obligations of the parties hereunder shall be brought and heard in Island County Superior Court.

**ARTICLE V  
INDEPENDENT CONTRACTOR**

The parties agree that Contractor is an independent contractor, and not an employee nor agent of I-COM. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of I-COM. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless I-COM, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

**ARTICLE VI  
DEFENSE AND INDEMNITY**

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

**ARTICLE VII  
INSURANCE**

The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by I-COM. A certificate of insurance naming I-COM, its elected officers, and employees as additional insureds and naming I-COM as a certificate holder shall accompany this Contract for

signing. Thirty (30) days' written notice to I-COM of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto.

**ARTICLE VIII  
NONDISCRIMINATION**

This Contract shall be performed by the Contractor in full compliance with the provisions of RCW Chapter 39.04. During the performance of this Contract, the Contractor shall conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, without respect to race; color; national orientation; sex; creed; disability; age (40 years of age or older); HIV, AIDs, and Hepatitis C status; marital status; pregnancy or maternity; sexual orientation or gender identity; use of a service animal by a person with a disability; honorably discharged veteran or military status; retaliation for filing a whistleblower complaint or for opposing an unfair practice; and in particular: (a) the Contractor will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above stated minorities; and (b) the Contractor will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

**ARTICLE IX  
CONTRACTOR PERSONNEL**

The Contractor will secure, at his/her own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold I-COM harmless therefrom.

**ARTICLE X  
TERMINATION OF CONTRACT**

In the event that any of the provisions of this Contract are violated by the Contractor or the Contractor's subcontractors, or it is determined by the Purchaser, in its sole discretion, that such termination is in the best interests of I-COM, the Purchaser may serve written notice of intention to terminate such Contract upon the Contractor, which notice shall specify the reasons therefore. Unless within thirty (30) days after serving such notice upon the Contractor such violation shall cease and an arrangement for the correction thereof satisfactory to the Purchaser be made, the Contract shall, upon the expiration of the said thirty (30) days, cease and terminate. In the event of any such termination, the Purchaser may purchase the materials necessary for complete performance of this Contract, and the Contractor shall be liable to the Purchaser for any

excess cost thereby. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustments shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by I-COM at any time during the term, whether for default or convenience, shall not constitute a breach of contract by I-COM.

#### **ARTICLE XI NOTICES**

All notices, demands and requests to be given by a party to the other party shall be in writing and shall be sent by either U.S.P.S. Certified Mail, return receipt requested, or by a commercial delivery service (e.g. Federal Express or UPS). Any party may provide the other party written notice from time to time of any such addresses, at which said party is willing to accept notices. All parties shall provide the other party with a U.S.P.S. mailing address for notices in the absence of any other means of delivery. If a party fails to provide a current mailing address, the notice shall be mailed to the address of the party as set forth on the signature page of this Contract. Notices sent by U.S.P.S. Certified Mail shall be deemed given three business days after the date of mailing. Notices sent by commercial delivery service shall be deemed delivered upon receipt.

#### **ARTICLE XII SEVERABILITY**

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

#### **ARTICLE XIII INTEGRATION, MODIFICATION, WAIVER**

This Contract constitutes the complete and final expression of the agreement of the parties relating to the subject matter of this Contract and it supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating thereto. Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, no term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fed'l. Tax ID# \_\_\_\_\_

**PURCHASER/I-COM**

By: \_\_\_\_\_

Tom Shaughnessy, I-COM Director

Dated \_\_\_\_\_

Mailing Address:

840 SE Barrington Dr.  
Oak Harbor, WA 98277

Telephone No. 360-679-3903

Fed'l. Tax ID# 91-1624655

**I-COM  
STANDARD TERMS AND CONDITIONS TO  
PURCHASE CONTRACT**

THE PURCHASE CONTRACT INCLUDES THE FOLLOWING STANDARD TERMS AND CONDITIONS AND THE PUBLISHED RULES, REGULATIONS, AND LAWS OF I-COM AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED IN THE I-COM PURCHASE CONTRACT BY THIS REFERENCE AND COLLECTIVELY SHALL BE REFERRED TO HEREIN AND IN THE PURCHASE CONTRACT AS THE "CONTRACT").

1. **CHANGES**: No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification will be effective without prior written consent of the authorized representative of I-COM.
2. **HANDLING**: No charges will be allowed to Contractor for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY & ACCEPTANCE**: For any exception to the delivery date as specified in this Contract, Contractor shall give prior written notification to I-COM and shall obtain prior written approval thereto from I-COM. Time is of the essence and the Contract is subject to termination for failure to deliver as specified and/or is subject recovery by I-COM of its related damages. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

The successful Vendor shall be responsible for delivery to I-COM in Oak Harbor, Washington, between the hours of 8:00 AM and 3:30 PM during I-COM's normal work day. Delivery shall be made within the time period specified on the bid.

4. **DAMAGES FOR DELAY**: Delays add cost to I-COM in the form of time needed for operational duties, administration and supervision and in the form of replacement equipment rental. Because I-COM finds it impractical to calculate all of the actual cost of delays, it has adopted the following to calculate liquidated and actual damages for failure to complete the delivery of the equipment/material on time.

Accordingly, the Contractor agrees to the following:

- a. **TO PAY LIQUIDATED DAMAGES IN THE AMOUNT OF 1% OF TOTAL SYSTEM COST FOR EACH WORKING DAY BEYOND THE NUMBER OF WORKING DAYS ESTABLISHED FOR PHYSICAL DELIVERY OF THE EQUIPMENT/MATERIAL.**  
**Initials: Contractor/Vendor : \_\_\_\_; Purchaser:**
- b. In addition to the above, to pay actual damages equal to the actual cost to I-COM for rental of equipment necessary for its user Department(s) to continue with its operations; and

- c. To authorize I-COM to deduct these liquidated and actual damages from any money due or coming due to the Contractor.
5. PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES: Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items, whichever is later.
6. SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination.
7. REJECTION: All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of non-conformity to the terms and specifications of this Contract, whether held by the Purchaser or returned, will be at Contractor's risk and expense.
8. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this Contract shall contain the applicable purchase contract number.
9. INFRINGEMENTS: Contractor agrees to protect and hold harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suite or proceedings.
10. WARRANTIES: Contractor warrants that articles supplied under this Contract conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
11. ASSIGNMENTS: The provisions or moneys due under this Contract shall only be assignable with prior written consent of the Purchaser.
12. TAXES: Unless otherwise provided in this Contact, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Contractor shall be made to Purchaser for federal excise taxes, and the Purchaser agrees to furnish Contractor, upon acceptance of articles supplied under this Contract with an exemption certificate.
13. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods, materials and services ordered herein shall be free and clear of all liens, claims, or encumbrances of any kind.
14. RISK OF LOSS: Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to

delivery. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.

15. HOLD HARMLESS: Contractor shall protect, indemnify, and hold the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, its employees, agents or subcontractors howsoever caused.
16. LABOR AND INDUSTRIES: Contractor is required to the extent applicable, to procure all necessary and required permits from the Department of Labor and Industries, including labor and Industry permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the Department of Labor and Industries on a timely basis, with copies delivered promptly to I-COM. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor to Purchaser for payment shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.
17. ANTI-TRUST: Contractor and the Purchaser recognize that, in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Purchaser. Therefore, Contractor hereby assigns to the Purchaser any and all such overcharges.
18. DEFAULT: Contractor shall be liable for damages suffered by the Purchaser resulting from Contractor's breach of Contract. In the event that a dispute arises between the parties and either party retains the services of an attorney or attorneys to resolve the dispute, the party prevailing in mediation, arbitration, in Court, or before any other tribunal shall be entitled to reasonable attorney's fees and costs. The parties agree that the Superior Courts of the State of Washington shall have jurisdiction over any lawsuit filed arising out of this Agreement, and that venue shall be in Island County, Washington.
19. BRANDS: When a special brand is specified in this Contract or any document contemplated by this Contract, it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided the Contractor caused the applicable vendor to specify the brand and model of the substituted brand and submits descriptive literature when available and other information reasonably requested by the Purchaser. Any bid containing a brand which is not of equal quality, performance, or use to the brand specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.



20. SAFETY: All equipment supplied by the Contractor under this Contract shall completely comply with all State and Federal laws, rules, regulations and codes in effect at the time of delivery.

The Contractor shall cause all equipment supplied by the Contractor under this Contract to be tested by the applicable vendor for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Electrical Workers Safety Rules. Failure of the equipment to meet all OSHA/WISHA regulations and the State Department of Labor and Industries Electrical Workers Safety Rules shall constitute a default and a breach of the Proposal and of the Contract and grounds for rescinding the Contract.

21. TERMINATION FOR PUBLIC CONVENIENCE: Purchaser may terminate this Contract in whole or in part whenever it determines, in its sole discretion, that such termination is in the best interests of Purchaser. Whenever this Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by Purchaser at any time during the term, whether for default or convenience, shall not constitute a breach of contract by Purchaser. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, Purchaser will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to Purchaser in the event this provision applies.
22. EFFECTIVE DAYS: If the last day permitted for the performance of any act required or permitted under this Contract falls on a Saturday, Sunday or holiday, the time for performance shall be extended to the next succeeding business day.
23. CONSTRUCTION: The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits, appendices and amendments thereto.
24. SIGNING: Each person who signs this Contract warrants that he or she does so with the full and legal authority to execute this Contract on behalf of the respective parties to this Contract.
25. NOTICES. All notices, demands and requests to be given by a party to the other party shall be in writing and shall be sent by either U.S.P.S. Certified Mail, return receipt requested, or by a commercial delivery service (e.g. Federal Express), or by facsimile or receipted email. Any party may provide the other party written notice from time to time of any such addresses, fax numbers or email addresses at which

said party is willing to accept notices. All parties shall provide the other party with a U.S.P.S. mailing address for notices in the absence of any other means of delivery. If a party fails to provide a current mailing address, the notice shall be mailed to the address of the party as set forth on the signature page of this Contract. Notices sent by mail shall be deemed given three business days after the date of mailing. Notices sent by commercial delivery service, email, or fax shall be deemed delivered upon receipt.

**22. ACCEPTANCE: BY ACCEPTING THIS CONTRACT IN WRITING OR BY DELIVERING THE EQUIPMENT, MATERIALS AND SERVICES ORDERED UNDER THIS CONTRACT, CONTRACTOR ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT. FORMAL OBJECTION IS HEREBY MADE BY THE PURCHASER TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR/CONTRACTOR AS A CONDITION OF ACCEPTANCE OR DELIVERY**

**APPENDIX D**

**Skagit 911 VENDOR SERVICES AGREEMENT**

Skagit 911 and \_\_\_\_\_ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as directed by the signatory Director. The service/product shall consist of \_\_\_\_\_
2. Skagit 911 will compensate Contractor a maximum of \_\_\_\_\_, chargeable to GL expenditure code(s)# \_\_\_\_\_. Payment terms are Net 90 days.
3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit 911. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit 911. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless Skagit 911, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless Skagit 911, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Skagit 911, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Skagit 911, its appointed or elected officials or employees. It is further provided that no liability shall attach to Skagit 911 by reason of entering into this contract, except as expressly provided herein.

5. This Contract shall commence on \_\_\_\_\_ and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.
6. The contractor has \_\_\_\_ calendar days from the signing of this contract to complete the system. There will be a **1% of the total system cost penalty for each working day beyond the number of working days established for physical delivery of the equipment/material** where the system is not in operation.
7. Weather delays – The contractor must apply within 48 hours of a construction day lost due to inclement weather to have the day(s) added to the 180 calendar day limit. The application shall include the day(s) in question, sites affected, the weather conditions that delayed work and what work was delayed. Skagit 911 shall have sole right to determine whether or not to accept or deny the contractor's application.
8. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
9. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold Skagit 911 harmless therefrom.
10. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by Skagit 911. A certificate of insurance naming Skagit 911, its elected officers, and employees as additional insureds and naming Skagit 911 as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to Skagit 911 of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached as **Appendix E-3**.
11. Prevailing Wages: Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to Skagit 911. Unless otherwise authorized by the Department of Labor and

Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

12. Termination for Public Convenience: Skagit 911 may terminate the contract in whole or in part whenever it determines, in its sole discretion, that such termination is in the best interests of Skagit 911. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by Skagit 911 at any time during the term, whether for default or convenience, shall not constitute a breach of contract by Skagit 911. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, Skagit 911 will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to Skagit 911 in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_  
Signature & Title of Signatory

(Date \_\_\_\_\_)

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

\_\_\_\_\_  
Title

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fed. Tax ID # \_\_\_\_\_

Contractor Lic. #. \_\_\_\_\_

APPROVED:  
SKAGIT COUNTY EMERGENCY  
MANAGEMENT COUNCIL (EMC)

\_\_\_\_\_  
, Chairman

\_\_\_\_\_  
, Director, Skagit 911

Attest:

by \_\_\_\_\_  
Clerk of the Board

**APPENDIX E-1**

**NON-COLLUSION AFFIDAVIT**

[Re: I-COM PURCHASE CONTRACT]

STATE OF WASHINGTON )  
  )  
COUNTY OF ISLAND     )

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said Vendor has not directly or indirectly induced or solicited any Vendor/ Contractor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Vendor/ Contractor has not in any manner sought by collusion to secure to him/her self an advantage over any other Vendor/ Contractor or Vendors/ Contractors.

\_\_\_\_\_  
Signature of Vendor/Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public in and for the State of Washington.  
Residing at \_\_\_\_\_  
My Comm. Exp.: \_\_\_\_\_

**APPENDIX E-2**

**NON-COLLUSION AFFIDAVIT**

[Re: SKAGIT 911 VENDOR SERVICES AGREEMENT]

STATE OF WASHINGTON )  
  )  
COUNTY OF SKAGIT     )

The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said Vendor has not directly or indirectly induced or solicited any Vendor/ Contractor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Vendor/ Contractor has not in any manner sought by collusion to secure to him/her self an advantage over any other Vendor/ Contractor or Vendors/ Contractors.

\_\_\_\_\_  
Signature of Vendor/Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public in and for the State of Washington.  
Residing at \_\_\_\_\_  
My Comm. Exp.: \_\_\_\_\_

**APPENDIX E-3**

**PROOF OF INSURANCE for Skagit 911**

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the Skagit 911. The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance  
Certificate Holder – Skagit 911  
**The Certificate must name the Skagit 911 as additional insured: Skagit 911, the Emergency Management Council, officers and employees are named as additional insured.**  
Thirty (30) days written notice to Skagit 911 of cancellation of the insurance policy.
  
- 2) Professional Liability  
Certificate Holder – Skagit 911  
Thirty (30) days written notice to Skagit 911 of cancellation of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- 3) Insurance is waived

Date: \_\_\_\_\_  
Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement  
this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



## **APPENDIX F**

### **PROPOSER'S CHECKLIST**

1. Has the Proposal Submittal Sheet (a separate Sheet in the form attached as **Appendix F**) been properly signed, and corporate seal affixed, if applicable, and included as a part of the Proposal?
2. Have each of the Non-Collusion Affidavits (two separate documents in the forms attached as Appendix E-1 and E-2) been properly executed and included as a part of the Proposal?
3. Has Proof of Insurance **Appendix E-3** for Skagit 911 been properly executed and included as a part of the Proposal?
4. Has **Appendix G** ("Debarment/Suspension Form") been completed and attached?
5. Has the authorizing Resolution required under Section 2 been properly executed and included as a part of the Proposal?
6. Have all Addenda, if any, been acknowledged on the Proposal Submittal Sheet?

**APPENDIX G**

Washington Military Department Contract Number: \_\_\_\_\_

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
<b>This certification is submitted as part of a request to contract.</b>			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**FEDERAL DEBARMENT, SUSPENSION  
INELIGIBILITY and VOLUNTARY EXCLUSION  
(FREQUENTLY ASKED QUESTIONS)**

**What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?**

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

**Why am I required to sign this certification?**

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

**What is Executive Order 12549?**

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

**What is the purpose of this certification?**

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

**What or who is a “lower tier participant”?**

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

**What is a covered transaction when referred to in this certification?**

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

***Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision***

**Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.