



REQUEST FOR PROPOSAL
Professional Services Consulting
Regional Interoperability Coordinator
RFP # 2016-01

Thurston 911 Communications
(TCOMM911)
2703 Pacific AVE SE, Suite A
Olympia, WA 98501

Proposal Submission Deadline:
4 PM, Thursday, May, 12, 2016

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Section 1 - INTRODUCTION AND OVERVIEW

1.01 INTRODUCTION

Washington State Homeland Security Region 3 (HSR3) encompasses approximately 7,300 square miles of territory and has an estimated population of over 470,000 citizens. From a Homeland Security perspective, Region 3 has unique security and protection challenges and vulnerabilities ranging from open coastline and seaports to remote, mountainous terrain and rural farmland to urban cities. Region 3 is comprised of jurisdictions that include: Grays Harbor, Lewis, Mason, Pacific and Thurston counties; the cities of Centralia, Lacey, Olympia, Shelton, Tumwater and Yelm; and the Chehalis Confederated, Nisqually, Quinault Nation, Shoalwater Bay, Skokomish and Squaxin Island tribes each with diverse needs and concerns.

The HSR3 Regional Interoperability Executive Committee (REIC) invites the submittal of written proposals from qualified individuals or firms that specialize in emergency management, public safety, and homeland security interoperable communications. The successful individual or firm will assist the REIC in updating and supporting ongoing interoperable communications efforts within HSR3.

<http://www.hsr3.com/>

1.02 BACKGROUND

The RIEC is comprised of the public safety answering point (PSAP) Directors and/or designees from the HSR3 emergency communications centers. It is the RIEC vision that field units will be able to communicate region-wide by connecting existing radio systems and that PSAPs would be able to communicate via radio to first responders of another county and share computer aided dispatch (CAD) data when providing critical infrastructure contingency services to another PSAP.

RIEC's goal is to provide interoperability between agencies and to communicate without regard to boundaries, technology or topography.

<http://www.hsr3.com/WG/riec/riecmain.htm>

In 2011, HSR3 hired a Regional Interoperability Coordinator (RIC) using Interoperability Emergency Communications Grant Program (IECGP) funding. The RIC position acted as staff to the RIEC and workgroups. Due to budget cuts at a later date, IECGP was no longer funded by the Department of Homeland Security. In September 2011, HSR3 decided to continue funding this position through March 2013 using FFY 2012 SHSP funding. Since March 2013, the RIEC has operated without a RIC, working to continue and follow-up on the interoperability work but has fallen behind.

The RIC played an integral part coordinating regional communications projects and planning. Below is a list of completed regional communications projects:

- R3 Communications Mutual Aid Agreement
- R3 RIEC Formation and Governance Agreement
- R3 Tactical Communications Interoperability Plan
- R3 Field Operations Guide TICP Project
- R3 Rednet Project
- R3 VTAC 11 Project
- R3 Continuity of Operations Planning Project
- R3 Geographic Interoperable Mapping Project

- R3 Radio Interoperability 'WAVE' Project
- R3 Monthly Communications/Interoperability Testing

RIEC has secured funding to complete, update and create interoperable communications projects. Funding constraints require the scope of work to be separated into phases based on the amount and duration of the funds.

1.03 OBJECTIVES

TCOMM911, on behalf of the RIEC, is seeking a qualified consultant to assist with and complete various regional homeland security interoperable communications projects.

There are specific deliverables described in the scope of work section; however, some of the work may evolve depending on the situation at the time; for example, assistance with regional communications participation in the Cascade Rising 2016 exercise may involve activities that are not predictable at present.

1.04 SCOPE OF THE PROJECT

A. PHASE I

1. ~~Assist regional communications participation in the Cascadia Rising 2016 exercise (Cascadia Rising Exercise scheduled for the week of June 6-10, 2016).~~

~~This requirement will involve meetings with participants within the region which means there will be some travel required. Travel will typically be day trips to any of the five counties in the region and will typically occur no more than 3-5 days per month.~~

2. Review, Update, and Publish the HSR3 Tactical Interoperability Communications Plan (TICP). The current Region 3 Tactical Interoperable Communications Plan was completed and published in May, 2010. The entire plan needs to be reviewed, updated and republished.

This requirement will involve meetings with participants within the region which means there will be some travel required. Travel will typically be day trips to any of the five counties in the region and will typically occur no more than 3-5 days per month.

B. PHASE II

1. Review, Update, and Publish the HSR3 Radio Interoperability Field Operations Guide (based on revised TICP). The current TICP Field Operations Guide (TICFOG) was published following the TICP in 2010.

This requirement will involve meetings with participants within the region which means there will be some travel required. Travel will typically be day trips to any of the five counties in the region and will typically occur no more than 3-5 days per month.

2. Coordination of the geographic interoperable mapping project. Maps from each of the five counties need to be updated and shared.

This requirement will involve meetings with participants within the region which means there will be some travel required. Travel will typically be day trips to any of the five counties in the region and will typically occur no more than 3-5 days per month.

C. PHASE III

1. Assist in creating the Washington PSAP Alliance. This alliance will provide a mechanism for PSAPs in the region and the State to coordinate purchasing and therefore promote opportunities for interoperable and/or centralized purchases.

This requirement will involve meetings with participants within the region which means there will be some travel required. Travel will typically be day trips to any of the five counties in the region and will typically occur no more than 3-5 days per month.

1.05 DELIVERABLES

A. Phase I Deliverables:

1. HSR3 Tactical Interoperability Communications Plan (TICP) document in MS Word format. One master and five copies provided on portable electronic media such as flash drives or CD/DVD.

B. Phase II Deliverables:

1. HSR3 Radio Interoperability Field Operations Guide (based on revised TICP). This product should conform to the current version of the product specifications, e.g. pocket sized, spiral bound, weather resistant materials, and wet/dry writable surfaces where necessary (full specifications to be determined in consultation with the RIEC). Five hundred (500) final products, meeting specifications, must be delivered to the RIEC for distribution within their areas.

C. Phase III Deliverables:

1. An executable governance and joint purchasing agreement in MS Word format. One master and five copies provided on portable electronic media such as flash drives or CD/DVD.

Section 2 - INFORMATION REQUESTED

2.01 PROPOSALS: should provide a straightforward concise description of the vendor's capability to satisfy the requirements of the process. Responses should be clear and thorough and should avoid extraneous information not pertinent to the scope of the project.

For ease of evaluation and consistency, all proposal responses must respond to the following specific requests for information and the proposal should follow the sequence of the requested information:

- A. **Cover letter:** Include the official name of the proposing firm or individual, the address, phone number, email address, as well as the names(s) of the principal contact person(s). The cover letter must be signed by a person(s) authorized to bind the proposing firm.
- B. **Table of contents:** Including a listing of all contents and including attachments, if any.
- C. **Firm/Vendor background:** A brief description of the firm as well as the name(s), experience and qualifications of the person(s) who will be performing the services. Indicate whether the firm is an independent entity or part of a larger corporation/organization. Include a general overview of the firm's services as well as the extent to which the firm has experience with coordination and assisting with Homeland Security interoperable communications projects within the past five years.
- D. **References:** Provide three or more client or professional references from similar clients with which the contractor/vendor has worked within the past five years. Include a contact person, telephone number, email address, mailing address, and a brief description of the services provided.
- E. **Work Sample:** If available, provide a work sample of similar work product (e.g. TICP, TIC FOG).
- F. **Cost proposal:** Provide a cost-not-to-exceed figure that your firm will require to accomplish all aspects of the scope of the project. Breakdown the cost proposal by phases as described in the scope of the project. Provide a comprehensive breakdown for all costs required to successfully accomplish the scope of the project and the deliverables for each phase of the project.
- G. **Timeline Commitment:** Provide a time line illustrating how the firm/vendor will complete the phases of this project and all the deliverables by the proposed project end-date. Include a statement describing the steps and actions your firm will take to keep the RIEC informed of the project's progress.
- H. **Disclosure of Suspension:** If the firm, business or person submitting this proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The proposer shall include a letter with its proposal setting forth the name and address of the government unit, the

effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

- I. **Disclosure of Current and Pending Action(s):** If the firm, business or person submitting this proposal, or any parent company, subsidiary, or other business unit of the parent company is currently involved, or pending involvement, in a court action, litigation, or other legal dispute; or otherwise involved in or aware of any pending cause for legal action (“ACTION”) against them, the proposer shall fully explain, to the degree allowable by law applicable to the Action, the circumstances relating to the Action, in a clearly identified and separate section of the proposal (“ACTION”). The proposer shall include a letter with its proposal setting forth the name and address of the court of legal jurisdiction or governing party or legal representative to which TCOMM911 may make inquiry as to the Action. The proposer shall, if requested by TCOMM911, provide legal authorization for the release of information pertinent to the evaluation of the proposer’s responsibility and/or involvement in the Action, the potential impact on the proposer’s qualification to submit and honor a proposal, and their ability to perform upon selection and award of a contract.

Section 3 - SUBMISSION OF PROPOSALS

3.01 COPIES:

- A. Five (5) total copies – One (1) labeled original and four (4) copies; two-sided when possible and bound using environmentally conscientious methods.
- B. Sealed Envelope or Package -- Each proposal shall be submitted to the submittal location in a sealed envelope or package that identifies its contents as a proposal and the RFP number to which it responds. The appropriate RFP number, firm name, and date for receipt shall be plainly marked on the outside of the envelope or package.
- C. Submit to:

Keith Flewelling, Executive Director
TCOMM911
2703 Pacific AVE SE, Suite A
Olympia, WA 98501

- D. No information other than that set forth in this document and its attachments will be available prior to submitting proposals.
- E. **Submittals must be received no later than 4:00 p.m. PDT on Thursday, May 12, 2016.** Submittals received after this date will not be considered. All questions regarding this project should be directed to Keith Flewelling at keith.flewelling@tcomm911.org.
- F. All proposals and materials submitted become the property of TCOMM911 and are considered public records subject to public disclosure. Materials submitted will not be returned.
- G. Costs incurred in preparing and presenting a proposal may not be charged to TCOMM911 or the RIEC; they are the sole responsibility of the proposer.

Section 4 - Evaluation and Selection

4.01 EVALUATION CRITERIA:

Submissions that do not include all required information as specified in this Request for Proposal will be disqualified from further consideration. Proposals will be evaluated using the following criteria:

- A. Completeness, thoroughness, and responsiveness of the submission to all the required elements of this project.
- B. Background and experience providing relevant and similar services and products to similar clients.
- C. The consultant's ability to manage and coordinate this project effectively with the RIEC, as evidenced by previous experience, success, and approach taken with this submittal proposal.
- D. Project staff qualifications, experience and background.
- E. Total not-to-exceed costs by phase.
- F. Timeframe – how thoroughly the proposal describes what steps/approaches would be taken to ensure timely and complete delivery of services/products, as well as demonstrated past success with timely delivery of excellent work.
- G. Strength of references.

Following receipt of proposals, the RIEC may request clarification and/or additional information regarding qualifications or technical or contractual matters.

4.02 PROPOSAL EVALUATION SCORING:

Proposals will be scored by the evaluation committee following the criteria in Section 4.01 with the following maximum possible points per criteria:

Criteria	Maximum Possible Points Available
A – Completeness	10
B – Background and Experience	10
C – Ability to Manage and Coordinate	20
D – Project Staff Qualifications	20
E – Cost	20
F – Ability to meet Timeframe	10
G - References	10
Total	100 points available

4.03 SELECTION PROCESS:

Proposals will be reviewed by a four person team, designated by the RIEC, on the evaluation criteria.

The RIEC may check references and conduct investigations as necessary to determine the ability of proposers to perform the project, and to verify the representations made in the selection process. The RIEC may also obtain and use information in addition to that contained in the

proposals from any source desired. This includes government regulators and customers of the proposers, regardless of whether or not the references were supplied by the proposers. The proposer must be able to successfully pass a criminal history background check compliant with CJIS requirements.

4.04 APPROXIMATE SCHEDULE AND PROCESS:

Note: The dates in the schedule are projected and are subject to change.

Activity	Date
RFP released and advertised, sent to vendors by email and posted to http://tcomm911.org/ web site.	April 19, 2016
Five (5) copies of proposal must be submitted to TCOMM911.	<u>May 12, 2016</u> , no later than 4:00 p.m. PDT.
Review of Proposals	<u>May 13-20, 2016</u>
Selection of Finalist(s)	<u>May 23, 2016</u>
In-person Interview(s) if necessary	<u>May 24, 2016</u>
Negotiate Preliminary Contract	<u>May 25-27, 2016</u>
Meet with RIEC to finalize project approach, data needed, deliverable formats, and project deliverable deadlines.	<u>June 15, 2016</u>
Contract Signed; Project Start	<u>May 27, 2016</u>

Section 5 - TERMS AND CONDITIONS

5.01 FEE, CONTRACT AND NEGOTIATIONS:

The selected proposer will be required to sign a Professional Services Contract with TCOMM911 for this project in substantially the form attached (ATTACHMENT A) to this RFP. The proposal selected will be incorporated by reference into the contract. By submitting a proposal, each proposer certifies it is able to meet all requirements of the proposed attached contract.

If the selected proposer fails, neglects, or refuses to execute a contract within the timeframe specified by TCOMM911, TCOMM911 may terminate negotiations with that proposer and proceed to negotiate with another proposer or terminate negotiations with all proposers.

5.02 NONDISCRIMINATION:

TCOMM911 and the RIEC encourage proposals from minority, women and disadvantaged business enterprises. TCOMM911 and the RIEC does not discriminate on the basis of race, color, creed, ethnicity, religion, national origin, age, gender, marital status, veteran or military status, sexual orientation or the presence of any disability.

5.03 PROCEDURES WHEN ONLY ONE PROPOSAL IS RECEIVED:

In the event only a single responsive proposal is received, the RIEC may evaluate the proposal or may reject such proposal.

5.04 CANCELLATION OR REJECTION OF PROPOSALS:

TCOMM911 and the RIEC retains the right to reject any or all proposals for good cause, and may reject a proposal not accompanied by any information required by this Request for Proposal or a proposal in any way materially incomplete or irregular. In the event of a cancellation or if all proposals are rejected, all proposers will be notified by TCOMM911 via email.

5.05 WITHDRAWAL OR MODIFICATION:

The Consultant has no right to withdraw or modify the proposal for any reason whatsoever after the time set for the opening thereof, unless the award of the Contract is delayed for a period exceeding forty-five (45) calendar days from the time set for opening of the proposals.

5.06 AWARD:

A contract will be awarded to the responsive and responsible proposer whose proposal is the most advantageous to the RIEC based on evaluation criteria. It is the sole discretion of the RIEC to award or not award a contract.

5.07 PAYMENTS:

Payments will be made to the contractor upon completion of each phase and deliverables of each phase of the project as described in sections 1.04 Scope of the Project and 1.05 Deliverables.

5.08 FUNDING CONSTRAINTS:

This RIEC project is subject to grant funding constraints. If grant funding for this project ceases at any point in the project, the project will be terminated without any obligation to make payment for phases and deliverables not completed.

Section 6 - CONTRACT MANAGEMENT

6.01 CONTRACT MANAGERS:

The proposer will designate a single point of contact as its authorized Contract Manager.

The RIEC designates TCOMM911 and Keith Flewelling as its authorized Contract Manager.

The Contract Managers are responsible for assuring compliance with the terms and conditions of this Contract and, unless otherwise specified in this Contract, shall have the authority to act for and bind the Respondent in connection with all aspects of this Contract. The parties shall notify each other within five (5) working days of a proposed change in Contract Manager. Any change in Respondent's Contract Manager shall be subject to TCOMM911 approval.

ATTACHMENT A:

PROFESSIONAL SERVICES CONTRACT

THURSTON 9-1-1 COMMUNICATIONS

And

THIS CONTRACT is entered into in duplicate originals between **THURSTON 9-1-1 COMMUNICATIONS**, a 501(c)3 non-profit corporation, with its principal offices at 2703 Pacific Ave, Suite A, Olympia, Washington 98501, hereinafter "**TCOMM911**," and _____, with its principal offices at _____, hereinafter "**CONTRACTOR**".

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **DURATION OF THE CONTRACT**

The term of this contract shall begin on the date last executed below, and shall terminate on _____.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this contract.

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the contract, no material, labor, or facilities will be furnished by TCOMM911.
- c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with TCOMM911. At TCOMM911's request, the CONTRACTOR shall prepare and present status reports on its work.

3. **SERVICES PROVIDED BY TCOMM911**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, TCOMM911 shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR's services.
- b. Coordination with TCOMM911 Departments or other Consultants as necessary for the performance of the CONTRACTOR's services.
- c. Services, documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:
 - Name of Representative:
 - Title:
 - Mailing Address:
 - City, State, and Zip Code:
 - Telephone Number:
 - Mobile Telephone Number:
 - Fax Number:
 - Email Address:

- b. For TCOMM911:
 - Name of Representative:
 - Title:
 - Mailing Address:
 - City, State, and Zip Code:
 - Telephone Number:
 - Mobile Telephone Number:
 - Fax Number:
 - Email Address:

5. **COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by TCOMM911 to the CONTRACTOR under this Contract shall not exceed \$_____.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to TCOMM911 not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for TCOMM911 during the billing period. TCOMM911 shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.
- d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of TCOMM911.

- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from TCOMM911, then TCOMM911 may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by TCOMM911.
- b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by TCOMM911.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend TCOMM911, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice, PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of TCOMM911, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.
- b. In any and all claims against TCOMM911, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the

CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. **INSURANCE**

- a. **Professional Legal Liability:** The CONTRACTOR, if he/she is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1 Million per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to TCOMM911. The CONTRACTOR shall send to TCOMM911 at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.
- c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$ 1 Million per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2 Million.
 - i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
 - ii. The CONTRACTOR'S Commercial General Liability insurance shall include TCOMM911, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the TCOMM911 as additional insured.
 - iii. The CONTRACTOR shall furnish TCOMM911 with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing TCOMM911 as an additional insured.
 - iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must provide evidence the purchase of an extended

- reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 Million.
- d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$ 1 Million each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.
- e. **Other Insurance Provisions:**
- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering TCOMM911, its elected and appointed officers, officials, employees and agents.
 - ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TCOMM911, its officers, officials, employees or agents.
 - iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- f. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- i. Certificates of Insurance shall show the Certificate Holder as Thurston 9-1-1 Communications (TCOMM911). The address of the Certificate Holder shall be shown as the current address of the Office or Department.
 - ii. Written notice of cancellation or change shall be mailed to TCOMM911 at the following address:

TCOMM911
2703 Pacific Ave SE, Suite A
Olympia, WA 98501

- iii. The CONTRACTOR shall furnish TCOMM911 with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be

canceled or allowed to expire except on thirty (30) days prior written notice to the TCOMM911.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of TCOMM911.

9. **TERMINATION**

- a. TCOMM911 may terminate this Contract for convenience in whole or in part whenever TCOMM911 determines, in its sole discretion that such termination is in the best interests of TCOMM911. TCOMM911 may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, TCOMM911 shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, TCOMM911 may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by TCOMM911 to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by TCOMM911, TCOMM911 may terminate this Contract, in which case TCOMM911 shall pay the CONTRACTOR only for the costs of services accepted by TCOMM911, in accordance with Section 5 of this Contract. Upon such termination, TCOMM911, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by TCOMM911 in completing the work and all damage sustained by TCOMM911 by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of TCOMM911.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. **INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of TCOMM911. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any TCOMM911 benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to TCOMM911 employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of TCOMM911.
- d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, TCOMM911, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the TCOMM911'S contract representative or designee.

13. **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. **INSPECTION OF BOOKS AND RECORDS**

TCOMM911 may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. **OWNERSHIP OF MATERIALS/WORK PRODUCED**

- a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by TCOMM911. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. TCOMM911 agrees that if it uses

any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all or a portion of material produced shall be submitted to the TCOMM911 upon request or at the end of the job using the word processing program and version specified by TCOMM911.

17. **DISPUTES**

Differences between the CONTRACTOR and TCOMM911, arising under and by virtue of this Contract, shall be brought to the attention of TCOMM911 at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the TCOMM911'S Contract representative or designee. All rulings, orders, instructions and decisions of TCOMM911'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. **CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in THURSTON COUNTY, Washington.

19. **SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- c. Should TCOMM911 determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, TCOMM911 may, in its sole discretion, terminate this Contract.

20. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by

facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

Thurston 9-1-1 Communications (TCOMM911)
2703 Pacific Ave, Suite A
Olympia, WA 98501

Contractor
Address

Keith Flewelling
Executive Director

Representative
Title

Signature

Signature

Date

Date

PROFESSIONAL SERVICES CONTRACT – EXHIBIT B
THURSTON 9-1-1 COMMUNICATIONS
And

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION) is set forth as follows: