



**REQUEST FOR QUALIFICATIONS
ARCHITECTURAL / ENGINEERING SERVICES**

**FOR THE DESIGN
OF SOUTH SOUND 911
PUBLIC SAFETY COMMUNICATIONS CENTER**

SPECIFICATION NO. 2017-000-06

**Responses must be submitted
No later than 3:00 PM Pacific Daylight Savings Time, July 18, 2017
to:**

South Sound 911
Budget and Finance Department / RFQ RESPONSE
955 Tacoma Avenue S, Suite 102
Tacoma, WA 98402

LATE RESPONSES WILL BE REJECTED

RFQ Contact: Mary Schindler (253) 798-7232
Mary.Schindler@SouthSound911.org

SECTION 1 - GENERAL INFORMATION

1. Agency Information and Background

South Sound 911 is the result of collaborative system improvement efforts between 911 centers and the community. In November 2011, residents of Pierce County voted for a 1/10th of 1% sales tax increase to support public safety. With the community's support, six 911 centers are consolidating or co-locating under South Sound 911, and an integrated, reliable radio system is being built to provide better protection for first responders and safer communities.

South Sound 911 will consolidate public safety communications services into a single agency for Pierce County and the cities and fire protection districts within Pierce County. South Sound 911 currently employs approximately 230 personnel, many of whom work various shifts to provide 24-hour service for 911, dispatch, and records management. To read more about the agency's significant accomplishments toward its promise to voters download the [Abbreviated History 2012-2016](#).

The current South Sound 911 member agencies are Pierce County, the cities of Tacoma, Lakewood, Fife and Puyallup, and West Pierce Fire and Rescue. South Sound 911 is governed by a Policy Board and an Operations Board. The Policy Board is comprised of 10 elected officials - nine officials representing the member agencies and one official from a partner city or town with a population under 50,000 residents. The Policy Board provides legislative and policy direction for South Sound 911. The Operations Board is comprised of the Fire and Police Chiefs of the six member agencies as well as eight advisory Chiefs of other partner agencies. The Operations Board provides collaborative operational oversight and direction.

On May 12, 2017 South Sound 911 issued a [Request for Proposal \(RFP\) for consulting services](#) for conducting a strategic study of regional 911 dispatch operations and radio communications to support local police and fire agencies. The study is expected to begin in July and may affect the design of the building.

2. Purpose, Need, and Project Description

South Sound 911 is soliciting statements of qualifications from interested firms to provide architectural and engineering services for the design of a Public Safety Communications Center to house 911 call taking and dispatch, records management and agency administration.

In December 2012, the Policy Board approved a contract with IXP to provide consulting services related to the scoping, programming, site selection and operational development of the South Sound 911 facilities. The consultants worked with a PSAP Advisory Group to develop a Facility Planning Study Final Report, which was presented to the agency in

October 2013. The space planning was updated in September 2016. Both documents are available on South Sound 911's web page (<http://www.SouthSound911.org/214/Public-Safety-Communications-Center>). The Operations Board and Policy Board formally adopted the "hybrid campus model" as the preferred approach for the facility. In this model, which is intended to lower costs, two facilities would be constructed on a common parcel, with one facility developed to the more stringent design standards for an emergency communications center and the other developed to more normal business office design standards.

While the facility study and updated space planning provides a basis for the facility needs of the organization, it should not be taken as definitive decisions. The architectural team is expected to review and recommend modifications and/or new approaches based on their expertise.

A. The Site

South Sound 911 is currently in the process of purchasing a 5.34 acre, Pierce County-owned site located at 3580 Pacific Ave S. in Tacoma, Washington. The site is currently undergoing demolition of the old Puget Sound Hospital, which is anticipated to be complete by the end of October 2017. The site is surrounded by a residential neighborhood. The facility will be expected to integrate into the landscape of the neighborhood while maintaining value for the tax payer.



B. Vision

South Sound 911 strongly encourages submittals with innovative approaches. Based on preliminary information, the project should include but not be limited to the following project objectives:

- Development of a public safety campus with two buildings, adequate parking and site development.
- Construction of a Public Safety Answering Point (PSAP) facility (approximately 55,000 sq. ft.) to house police and fire emergency communications as well as a municipal emergency operations center (EOC). The building shall meet the standards for public safety communications center set forth by National Fire Protection Association Standard #1221, National Emergency Number Association (NENA), Federal Emergency Management Agency (FEMA), Motorola Standards and Guidelines for Communications Sites, and any other applicable regulations and standards associated with essential facilities.
- Construction of an administrative building (approximately 25,000 sq. ft.) to house administration, information services and public counter services. The administrative building will not be required to be built to the same stringent standards as the PSAP facility.
- The PSAP facility, including technology systems, must be designed with a number of redundancy and fallback strategies. The facility may also require the ability to provide backup services to neighboring PSAP(s).
- Incorporation of multi-use concepts for common space, meeting space and public space as part of the project.
- Inclusion of forward-thinking designs that allow for flexibility in re-configuration when needed and room for appropriate levels of growth.
- Achieve efficiencies consistent with LEED Silver, as a minimum level.

This project will be highly visible. South Sound 911 expects that the project will be extremely functional, efficient, safe and secure; will incorporate quality systems and materials; will be energy efficient with low operating and maintenance costs; and will offer excellent economic value.

3. **Projected Calendar of Events**

Publish and Issue RFQ.....	June 7, 2017
Pre-Submittal Questions.....	June 19, 2017
Pre-Submittal Conference.....	June 26, 2017
Response Due Date.....	July 18, 2017
Qualifications Evaluated.....	July 19 – July 31, 2017
Interviews.....	Week of August 7, 2017
Approval of Selected Firm.....	August 23, 2017
Contract Negotiations.....	Following approval of Selected Firm
Final Policy Board Approval.....	Next meeting following Negotiation Process
Award Date.....	Following Final Policy Board Approval
Work Commences.....	September 2017

This is a tentative schedule and may be adjusted.

SECTION 2 –RESPONDENT REQUIREMENTS

1. Expertise

To be considered under the evaluation criteria, Respondents shall have expertise in the following.

- a. International Building Code, International Fire Code, and International Mechanical Code requirements
- b. Uniform Building Code requirements
- c. National Fire Protection Association standards
- d. National Emergency Number Association standards
- e. Federal Emergency Management Agency standards
- f. Washington State Building Code
- g. City of Tacoma Municipal Code requirements
- h. ADA design and construction standards
- i. Federal, state, and local permitting requirements
- j. Planning, design, and management services include, but are not limited to the following:
Electrical Engineering, Structural Engineering, Mechanical Engineering, Civil Engineering, Traffic Engineering, Architecture, Landscape Architecture, Geotechnical Engineering, Surveying, Project Management, Construction Administration, Cost Estimating, Master Planning, Site Planning, Program Management, Value Engineering, Facility Security Planning, Audio-Video Consulting, and Seismic Upgrading.

2. Minimum Qualifications

To be considered under the evaluation criteria, Respondents shall have successfully completed or currently hold a prime architectural and engineering services contract with a scope and complexity similar to the work described in this RFQ within the last five (5) years. This experience shall also include:

- A total construction contract value of approximately \$50M.
- A construction contract of approximately 85,000 square feet.
- Include a hardened facility as described in this RFQ in the Continental U.S.A.
- A demonstrated competency at a minimum of certified Silver in Leadership in Energy and Environmental Design (LEED).

3. Written Agreement Required

The selected Respondent will be required to enter into a written agreement with South Sound 911 to provide all services required in this RFQ or contemplated to be part of the overall project scope. The initial agreement is subject to modification over time by written amendment or change order, and project requirements and fees may be subject to periodic renegotiation in connection with changing phases and needs of the project. Fees under the contract shall be full compensation for all services performed. Respondents may view the South Sound 911 standard services contract at www.SouthSound911.org (Agency / Budget & Finance / Purchasing).

4. Term of Agreement

South Sound 911 intends to enter into an agreement with the selected Respondent commencing in September 2017, and continuing at South Sound 911's discretion and as South Sound 911 shall determine through the completion of the project.

5. Scope of Agreement

The selected Respondent will be required to provide all labor, supervision, materials, supplies, transportation, equipment, and services necessary to assume responsibility for the coordination and administration of the project.

6. Standard Terms and Conditions

All Respondents will be expected to read, understand, and comply with the standard South Sound 911 terms and conditions for solicitations and services found at www.SouthSound911.org (Agency / Budget & Finance / Purchasing). A copy of the terms and conditions can be obtained in person at the South Sound 911 Budget and Finance Department, 955 Tacoma Avenue S., Tacoma, Washington, or by email request to Mary.Schindler@SouthSound911.org.

7. Respondent Inquiries

No interpretation of the meaning of any provision in this RFQ, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to the RFQ shall be made to the Respondent orally. Every request for interpretation or additional information regarding this RFQ shall be made in writing via email to the South Sound 911 purchasing manager, Mary Schindler, at Mary.Schindler@SouthSound911.org. The deadline for questions is provided in the Projected Timeline of Events in this RFQ. South Sound 911 will not be responsible for unsuccessful submittal of questions. South Sound 911 shall not be obligated to respond to request for such interpretation or correction. South Sound 911 also reserves the discretion to group similar questions into one single answer or not to respond, in its discretion, including and not limited to when the information is confidential.

If an addendum to this RFQ is issued, Respondent will acknowledge receipt of the addendum in its submittal. Respondents not indicating receipt will be construed as though the addendum has been received and acknowledged, and submission of a proposal will constitute acknowledgement of the same. Addenda will be posted to the South Sound 911 website www.SouthSound911.org (Agency / Budget & Finance / Bid Postings). It is the Respondent's responsibility to check the website.

SECTION 3 – RULES GOVERNING COMPETITION

1. Examination of Request for Qualifications

Respondents should carefully examine the entire RFQ, any addenda, and all related materials and data referenced in the RFQ. Respondents should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2. Authorized Contact

The authorized contact for this RFQ is Mary Schindler, South Sound 911 purchasing manager. Unauthorized contact regarding the RFQ with employees or Board members of South Sound 911 or Member Agencies may result in disqualification.

3. RFQ Revisions

In the event it becomes necessary to revise any part of the RFQ, addenda will be issued to all persons/firms who receive the RFQ, and a notice will be posted on the designated website www.SouthSound911.org (Agency/Budget & Finance/ Bid Postings).

4. Submittals

Qualification submittals must be prepared in such a way as to provide a straight-forward, concise delineation of the Respondent's capabilities to satisfy the requirements of this RFQ.

Respondents will provide one original, six hard copies, and one electronic copy on portable USB memory device.

Hard copy submittals will be on standard 8-1/2 x 11 paper except as noted elsewhere in this RFQ. Electronic copies must be capable of being printed on 8-1/2x11 paper except as noted elsewhere in this RFQ. Submittals, accompanying documentation and other materials submitted in response to this solicitation shall become the property of South Sound 911 and will not be returned.

South Sound 911 will not be responsible for unsuccessful submittal of documents. The response shall be entirely self-contained. For example, links to web pages or other documents not contained in the submittal are unacceptable.

Submittal contents must include a cover letter, a completed signature page, all required documentation and qualifications.

5. Conflicts of Interest

The Respondent shall document any conflict(s) of interest due to other clients, contracts, or property interest. Include a sworn statement certifying that no member of ownership, management, or staff has vested interest in any aspect of this project (Non-Collusion Affidavit).

- A. Provide a statement that no assistance in preparing the response was received from any current or former employee of South Sound 911 or Member Agency whose duties relate(s) to this RFQ, unless such assistance was provided by a South Sound 911

employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFQ.

- B. State if the Respondent or any employee of the Respondent is related by blood or marriage to a South Sound 911 employee. If there are such relationships, list the names and relationships of such parties. Include the position and responsibilities within the vendor's organization of such vendor employees.
- C. State whether any of the individuals to perform work on the contract is a current South Sound 911 employee or a former South Sound 911 employee.

6. Preparation Costs

South Sound 911 shall not be responsible for qualification submittal preparation costs, including oral interviews (if held), nor for costs including attorney fees associated with any challenge to the determination of the highest ranked Respondent and/or award of contract and /or rejection of qualification submittal. By submittal of qualifications, each Respondent agrees to be bound in this respect and waives all claims to such costs and fees.

7. Additional Requirements for Submittal

- A. The name and title of the person authorized to execute a contract on behalf of the firm.
- B. A statement outlining any exceptions to South Sound 911's requirements or clarifications to the requirements.
- C. Any additional services or procedures of benefit to South Sound 911 not specifically required herein, which the Respondent offers to provide.
- D. The Respondent must have a tax registration number from the Washington State Department of Revenue. Respondent shall provide the tax registration number for all firms listed as part of its submittal.

8. Scoring and Selection Criteria

All proposals received will be evaluated by a South Sound 911 Selection Advisory Committee (SAC). South Sound 911 reserves the right to award in the best interest of South Sound 911, including to award to more than one Respondent, to waive irregularities, or to not award a contract at all. South Sound 911 also reserves the right to issue a new Request for Qualifications.

Submittals will be ranked based on the following selection criteria. The Selection Advisory Committee will determine and select the highest ranked submittals. Respondents are hereby informed that the information sought shall be used to score each Respondent's submittal. Respondents will be notified when a selection has been made of responses that are eligible for further evaluation, if applicable, or when a selection has been made of an apparent successful Respondent.

The Selection Advisory Committee may conduct a preliminary review of all submittals and recommend selected Respondents to interview.

Respondents selected to participate in the interview process will be interviewed by the

Selection Advisory Committee. Each Respondent's interview responses will be evaluated for completeness and assigned points based upon the criteria outlined throughout this section.

	Maximum Points
Experience	75 points
Past Performance	75 points
Design Process	50 points
Management & Quality Control Plan	50 points
Capacity to Perform the Work	50 points
Total Maximum Points	300 points
Financial Resources	Pass / Fail

- A. Experience (75 points): Specialized experience and technical competence of the Architect, considering the potential complexity of this project. Identify recent experience and expertise with designing projects of a similar type, including:
- PSAPs and/or essential/hardened facilities;
 - General administrative facilities;
 - Aesthetically-pleasing, secure facilities;
 - Facilities that complement residential neighborhoods;
 - Parking facilities, including secure staff parking and unsecured public parking;
 - Various city and county entitlement and permitting agencies, police, fire, etc.;
 - LEEDs certified projects and low impact development.
- B. Past Performance (75 points): Record of past performance of the Architect with government agencies, public bodies and/or private industry. Include such factors as cost control, quality of work, safety, ability to meet schedules, value engineering, cooperation, responsiveness, meeting time and budget requirements, and other managerial considerations.

Comment on how performance on previous projects and contracts qualifies Respondent to design this project. Include reference to relevant project examples and resumes. Include narrative and references to demonstrate performance on budgets, schedules, cooperation and responsiveness.

For a period inclusive of the most recent ten (10) years, attach a list identifying instances of commercial disputes that have resulted in mediation, arbitration or litigation in the State of Washington. If the dispute has been arbitrated, identify the cause of action, the arbitrator that handled the case (including address and telephone number), and the resolution. For disputes that have proceeded to litigation, identify each instance that (1) a lawsuit has been filed, (2) the court of jurisdiction, (3) the cause of action, (4) the filing number, and (5) the resolution, including settlements, compromises, and judgments. This information shall include instances where the Respondent/Developer was plaintiff

or defendant.

- C. Design Process (50 points): Discuss problem identification and proposed method to accomplish the work; appreciation of design potential to minimize cost and construction impacts; demonstrated capability to explore and develop innovative or advanced techniques and design. Describe the demonstrated ability to identify and address issues related to this project's constraints. Include examples that demonstrate the Respondent's appreciation of design potential to minimize cost and construction impacts. Describe the firm's physical availability to South Sound 911 in terms of communication, conducting meetings and fieldwork. Describe how distance from the project site and South Sound 911 affect the response time to critical matters pertaining to the project. Describe the firm's approach to working with various groups of staff during the design phases, as well as strategies for community involvement and information sharing during this phase.
- D. Capacity to Perform the Work (50 points): The Respondent's capacity to perform the work within reasonable time limitations, considering the Respondent's current and planned workload. Describe how the Respondent proposes to provide timely submittal and quality services with varying degrees of complexity, considering the current and planned work load of team members. Describe the Respondent's ability to provide the technical disciplines and services required to cover the work required by the project.
- E. Financial Resources (Pass/Fail): Submit evidence of the Respondent's financial strength and stability to complete this project. Provide letter from Respondent's insurance broker or agent confirming commitment to insure Respondent for general liability insurance levels sufficient for this contemplated project.

SECTION 4 – RESPONSE REQUIREMENTS

1. Project Organization and Staffing

- A. Provide an organization chart showing all proposed team members and describing their responsibilities for this project. Include professional qualifications/resumes of each member of the project team.
- B. Describe the portion of work that will be performed by a subcontractor, if any, and information about the professional qualifications of proposed subcontractors.

2. Description of Related Experience

- A. Describe the firm's experience with the design of PSAP facilities or similar essential/public safety facilities. Include at least three projects the firm has completed that are somewhat similar to the project described in this request. For each project, provide the following information:
- Name, address and telephone number of the client.
 - Name of the firm's project manager and personnel who worked on each project with a brief description of their responsibilities.

- Budget and actual project cost.
- The elements of the projects that are common to the projects proposed above.
- Summary of the firm's role/responsibility in overall project.
- Summary of the firm's deliverables.
-

3. Communication

Describe the firm's approach to dealing with and communicating with public officials about complex, analytical data regarding facility planning.

4. Project Timeline

Prepare a preliminary complete project schedule and timeline including all identified major tasks, specifying an appropriate time for a peer review. A full funding package and final schedule will be developed during the design phase.

5. Visual Representation (Optional)

If a conceptual design/preliminary visual representation is provided, it must be limited as follows:

- Blocking diagrams and rudimentary sketches of the project only;
- An overall design concept of how the project integrates with the neighborhood;
- A demonstration of how ingress, egress and parking will work during construction and thereafter;
- Four perspectives of a given approach, no larger than 11 x 17" format; no more than ten (10) pages may be submitted for this option.

These limitations are intended to eliminate a pure "beauty contest" and emphasize conceptual brilliance in the way that the site and design might be handled.

6. Other Relevant Information (Optional)

Identify any other relevant information pertinent to this RFQ section and/or that demonstrates the requirements identified in the selection criteria.

**SOUTH SOUND 911
PROPOSAL SIGNATURE PAGE
ACKNOWLEDGEMENT OF TERMS AND CONDITIONS
NON-COLLUSION AFFIDAVIT
ADDENDUM ACKNOWLEDGMENT**

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the responding entity. If the Respondent is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals must be delivered to South Sound 911, Budget & Finance Dept., 955 Tacoma Avenue South, Suite 102, Tacoma, WA 98402.

**SUBMITTAL FOR SPECIFICATION NO. 2017-000-06
DESIGN OF SOUTH SOUND 911 PUBLIC SAFETY COMMUNICATIONS CENTER**

The undersigned Respondent hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The Respondent agrees, by submitting a response under these specifications, that, in the event, any litigation should arise concerning the submission of response or the award of contract under these specifications, or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

SOUTH SOUND 911 STANDARD TERMS AND CONDITIONS

The undersigned Respondent agrees, by submitting a response under these specifications that the undersigned has read and understands the standard terms and conditions for South Sound 911 solicitations and services.

Non-Collusion Affidavit

The undersigned Respondent, being first duly sworn, on oath, hereby certifies that this submittal is genuine and not a sham or collusive response, or made in the interests or on behalf of any person or entity not herein named; and Respondent has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham response or any person or entity to refrain from submitting a response; and that Respondent has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Respondent's Registered Name

Signature of Person Authorized to Enter into Contracts for Respondent

Printed Name and Title

Address

City, State, Zip

Date

(Area Code) Telephone Number / Fax Number

State Business License Number (Specify State)

E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R. C. W.)

Signed and sworn before me on this ___ day of _____, 20____.

↑ Place Notary Stamp or Seal Here ↑

Notary Public in and for the State of _____,

County of _____,

My commission expires: _____.

Addendum No. 1 _____ **Addendum No. 2** _____

Addendum No. 3 _____ **Addendum No. 4** _____

***THIS PAGE MUST BE SIGNED, NOTARIZED, AND
RETURNED WITH PROPOSAL***

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold South Sound 911, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of South Sound 911.

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

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit South Sound 911's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. South Sound 911 shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for South Sound 911 using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$10,000,000 per claim and \$10,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect South Sound 911. Any Insurance, self-insurance, or self-insured pool coverage maintained by South Sound 911 shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

Consultant shall furnish South Sound 911 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide South Sound 911 with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

J. South Sound 911 Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, South Sound 911 shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits

maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to South Sound 911 evidences limits of liability lower than those maintained by the Consultant.