



REQUEST FOR PROPOSAL

**ENHANCED 9-1-1 SYSTEM
CUSTOMER PREMISES EQUIPMENT**

SPECIFICATION NO. 13-05-201



REQUEST FOR PROPOSALS

Specification No. 13-05-201

Enhanced 9-1-1 System Customer Premises Equipment

South Sound 911(SS911) is accepting **SEALED PROPOSALS** for the above solicitation. Proposals will be received until 2 p.m. Pacific Standard Time, December 10, 2013, at which time they will be recorded and forwarded to a Selection Advisory Committee for evaluation. Proposals are not typically opened and read aloud. This is a 2-step solicitation. Proposals will be evaluated by a committee, and selected Respondents will be invited to present demonstrations and submit best and final offers.

Proposals must be delivered to the SS911 Administrative Services Budget and Finance Department, 955 Tacoma Avenue South, Suite 102, Tacoma, WA 98422. Delivered submittals will be date and time stamped only at the SS911 Administrative Services Budget and Finance Department. All proposals must be received prior to the stated deadline.

Complete solicitation document are available for download and viewing at www.SouthSound911.org (Services/Administration). A list of vendors who submitted proposals for this solicitation will be available at the website for public viewing before 5 p.m. the (business) day after bid opening.

Project Scope: South Sound 911 is soliciting competitive, negotiable proposals for the replacement, service, and maintenance of Enhanced 9-1-1 System Customer Premises Equipment (CPE) to be installed at our PSAP located at 2415 S. 35th Street, Tacoma, WA 98409. Qualified Respondents will be required to detail their solution to replace and fully implement CPE that will meet SS911's need to provide Enhanced 9-1-1 services for calls originating from wireline, VoIP, and wireless telephones, as well as provide an upgrade path to emerging and new Next Generation 9-1-1 capabilities in accordance with National Emergency Number Association i3 standards.

Additional information regarding the specifications may be obtained by contacting Mary Schindler, Financial Specialist, at 253-798-7232 for general purchasing information.

Janet Caviezel
Budget & Finance Manager, SS911



 Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-798-3911.

TABLE OF CONTENTS	3
PROPOSAL SUBMITTAL CHECKLIST.....	4
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION	5
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES.....	11
I. GENERAL INFORMATION	18
A. PROJECTED CALENDAR OF EVENTS	18
B. ANSWERS TO RESPONDENT INQUIRIES.....	19
C. RFP REVISIONS.....	19
D. RESPONSIVENESS	19
E. PROPOSAL FORMAT.....	19
F. COSTS TO PREPARE PROPOSAL.....	20
G. PROPOSALS PROPERTY OF SOUTH SOUND 911	20
H. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	20
I. CONTRACT OBLIGATION.....	20
J. POST-EVALUATION.....	20
K. PROPOSAL CONTENT TO BE SUBMITTED.....	21
L. AWARD CRITERIA	23
M. ADDITIONAL INFORMATION FOR RFP EVALUATION PROCEDURES	23
N. SELECTION PROCESS AND EVALUATION CRITERIA	23
II. PROJECT BACKGROUND.....	25
A. PROJECT REQUIREMENTS / PROBLEM STATEMENTS	25
B. PROPOSAL REQUIREMENTS	25
C. GENERAL CPE REQUIREMENTS	27
D. GLOBAL CPE REQUIREMENTS	27
E. SPECIFIC REQUIREMENTS	28
F. DELIVERY AND INSTALLATION.....	34
G. USE OF SUBCONTRACTORS	35
H. INSURANCE REQUIREMENTS.....	36
I. VENDOR EXPERIENCE	36
J. TRAINING.....	36
K. SYSTEM DOCUMENTATION / MANUALS	36
L. WARRANTY.....	37
M. MAINTENANCE	38
N. PROPOSAL BUDGET.....	39
PROPOSAL SIGNATURE PAGE.....	41
INSURANCE CERTIFICATE REQUIREMENTS	42
SAMPLE CONTRACT	43

This checklist is provided for convenience only and identifies the documents that must be submitted with each proposal. Any proposal received without these documents may be deemed non-responsive and is subject to not being considered for award.

For number of copies needed, see General Information Section E “PROPOSAL FORMAT”

<p>The following information makes up your submittal package.</p>	
<p>All information in Section K to include: The following information shall be submitted</p> <ol style="list-style-type: none"> 1. Cover letter 2. Proposal and budget 3. Proposal Signature Page—Respondent shall complete and submit. 4. Experience, Ability and Capacity of Firm 5. Qualifications and Experience of Staff 6. References 7. Conflicts of Interest / Non-Collusion Affidavit (part of Signature Page) 8. Addendum Acknowledgement (part of Signature Page) 9. Required Supplemental Information 	
<p>Any other information relevant to the specification requirements</p>	
<p>After award, the following documents will be executed:</p> <ul style="list-style-type: none"> • Contract • Bond, if required • Personnel Inventory Form, if required • Certificate of Insurance 	

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 SUBMITTAL OF PROPOSAL

Proposals submitted via email. Proposals delivered by email must contain the specification number in the subject line and are limited in size to 10MB per email including attachments. If proposal requires multiple emails, the subject line must index the series (e.g., 1 of 2). Attachments must be in portable document format (pdf) or image file formats. If multiple attachments are submitted, they must be numbered in compilation order to accommodate printing in the correct sequence. Proposals must be submitted to Specifications@SouthSound911.org and must be received before the date and time stated in the solicitation announcement. Documents must be capable of being opened, read and disseminated to accommodate the solicitation process. SS911 will not be responsible for unsuccessful submittal of documents.

Proposals submitted by delivery. Proposals delivered in person or by delivery service (e.g., United States Postal Service, FedEx, UPS, etc.) must be received by SS911's Budget and Finance Department, 955 Tacoma Avenue South, Suite 102, Tacoma, WA 98402, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. SS911 offices are not open for special mail or other deliveries on weekends and SS911 holidays.

Submittals may be submitted to SS911 by email or by delivery or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to SS911's Budget and Finance Department.**

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any SS911 fax machine.

Submittals received after the date and time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, SS911's Budget and Finance Department may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>.

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to SS911's Budget and Finance Department. The notice may be submitted in person or by mail; however, it must be received by SS911's Budget and Finance Department prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to SS911 in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be opened, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by SS911 for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

SS911 reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new bids/proposals.

A. Solicitations (RFP/RFB/RFQ/RFI)

By submitting a proposal in response to a SS911 solicitation, the Respondent acknowledges and consents to the following SS911 rights and conditions. SS911 reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this procurement process:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the solicitation specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the solicitation specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting SS911's evaluation of submittals provided in response to the solicitation specifications. SS911 may, in its sole and exclusive discretion as to what is in SS911's best interest, elect not to conduct interviews of any or all respondents in connection with this solicitation process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another Respondent, except as otherwise required in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of SS911 and is most responsive, in the sole judgment of SS911, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

process that is determined to be in SS911's best interests.

12. In the event SS911 receives questions concerning solicitation specifications from one or more Respondents prior to the deadline for response, SS911 reserves the right to provide such questions, and SS911's responses, if any, to all Respondents.
13. Neither SS911, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

SS911 reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of SS911 to accept. SS911 may use a number of criteria for determining award, including evaluation factors set forth in RCW 39.04.350. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in RCW 39.04.350, the following may be used by SS911 in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable SS911 requirements, including but not limited to Chap. 42.52 RCW Ethics in Public Service
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with Chap. 42.52 RCW.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, SS911, may be considered in determining the award of the contract. The final award decision will be based on the best interests of SS911.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

1.07 COMPLETION OF SS911 FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

SS911 forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

SS911 reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the SS911 staff person identified as the contact for this Specification. All requests for interpretation must be received by SS911 no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the website designated in the specification. Such addendum must be acknowledged in the submittal. SS911 will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the submittal. SS911 cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by SS911 as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

SS911 observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for SS911.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, and local taxes shall be included in the submittal as indicated below. The total cost to SS911, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

SS911 is exempt from federal excise tax. SS911 will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

SS911 is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state and local sales tax as a separate line item(s) in the submittal.

C. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to SS911 prior to contract award when required. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 1 - SOLICITATION

If a request is made for disclosure of such identified documents or portions thereof, SS911 will determine whether the material is exempt from public disclosure. If, in SS911's opinion, the material is subject to disclosure, SS911 will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. SS911 will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify SS911 against same. If the Respondent fails or neglects to take such action within said period, SS911 will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against SS911 on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

SS911 ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, or national origin in the provision of benefits and services resulting from its federally assisted programs and activities.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the State of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of SS911 purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashier's check or bid bond, if any, shall be forfeited.

1.23 AWARD

SS911 reserves the right to award contracts for any or all items to one or more respondents in the best interests of SS911.

1.24 FINAL AWARD DETERMINATION

The SS911 Policy Board, for awards of \$50,000 and higher, shall be the final judge as to which submittal(s) is the lowest and best responsible, and best meets the interest of SS911 to accept. The Executive Director of South Sound 911 makes the determination for awards of less than \$50,000.

** Balance of Page Intentionally Left Blank **

**SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by South Sound 911 (SS911) pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 SERVICES

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

2.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

South Sound 911 shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor, South Sound 911 agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise mutually agreed in writing. Delivery of incidental products will be as designated in this Contract.

2.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

2.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.07 COMPENSATION

South Sound 911 shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.08 INVOICES

Each invoice shall show South Sound 911's purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES

South Sound 911
Accounts Payable
955 Tacoma Avenue South, Suite 102
Tacoma, Washington, 98402

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by South Sound 911.

2.09 PAYMENT TERMS

Payment shall be made through South Sound 911's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by South Sound 911. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.10 ADDITIONAL SOUTH SOUND CONTRACTS

During the term of this Contract, other South Sound 911 divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

2.11 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with South Sound 911. South Sound 911 shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

2.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which South Sound 911 intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by South Sound 911, other South Sound 911 contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of South Sound 911.

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES

2.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

If South Sound 911 is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold South Sound 911 harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes South Sound 911 is required to pay, then the Contractor authorizes South Sound 911 to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the Contractor's total compensation.

2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.15 NON-DISCRIMINATION

The Contractor agrees to take all steps necessary to comply with all federal, state and local laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, South Sound 911 shall be deemed to have cause to terminate this Contract, in whole or in part.

2.16 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference.

If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the Contractor and its subcontractors to South Sound 911, in the manner requested by South Sound 911, prior to any payment by South Sound 911 hereunder, and an Affidavit of Wages Paid must be received or verified by South Sound 911 prior to final Contract payment.

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES

2.17 CONFLICT OF INTEREST

No officer, employee or agent of South Sound 911, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor also agrees that its violation of Chap 42.52 RCW, Ethics in Public Service, shall constitute a breach of this Contract subjecting the Contract to termination.

2.18 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

The Contractor shall, at such times and in such form as South Sound 911 may reasonably require, furnish South Sound 911 with periodic status reports pertaining to the services undertaken pursuant to this Contract.

B. Right to Audit

Upon South Sound 911's request, the Contractor shall make available to South Sound 911 all accounts, records and documents related to the scope of work for inspection, auditing, or evaluation during normal business hours as reasonably needed by South Sound 911 to assess performance, compliance and/or quality assurance under this Contract.

C. Personnel

If before, during, or after the execution of this Contract, the Contractor has represented or represents to South Sound 911 that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by South Sound 911, and on a case by case basis.

2.19 TERMINATION AND SUSPENSION

South Sound 911 may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to South Sound 911. In the event South Sound 911 terminates this Contract due to South Sound 911's own reasons and without cause due to the Contractor's actions or omissions, South Sound 911 shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

South Sound 911 may suspend this Contract, at its sole discretion, upon three business days' written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by South Sound 911 shall not constitute a waiver of any claims or remaining rights South Sound 911 may have against Contractor relative to performance hereunder.

**SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES**

2.20 INDEMNIFICATION – HOLD HARMLESS

The Contractor shall indemnify, defend and hold harmless South Sound 911, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of South Sound 911, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against South Sound 911 and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.21 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and South Sound 911 from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

2.22 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of South Sound 911, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by South Sound 911 with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If South Sound 911 is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold South Sound 911 harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

2.23 NOTICES

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable South Sound 911 representative.

2.24 SOUTH SOUND OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by South Sound 911. Contractor agrees that the work is a "work made for hire" for copyright purposes,

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES

with all copyrights in the work owned by South Sound 911. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to South Sound 911, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless South Sound 911 for any claim resulting there from.

2.25 PUBLIC DISCLOSURE

This Contract and documents provided to South Sound 911 by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, South Sound 911 may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.26 DUTY OF CONFIDENTIALITY

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to South Sound 911. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by South Sound 911 allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

2.27 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit South Sound 911's right to terminate authorized by this Contract.

2.28 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

2.29 ASSIGNMENT

The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract without the prior written consent of South Sound 911

2.30 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.31 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract,

SOUTH SOUND 911 (SS911)
STANDARD TERMS AND CONDITIONS, SECTION 2 - SERVICES

which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

2.32 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and South Sound 911, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Services, are fully incorporated into and considered part of the Contract.

2.33 DEBARMENT AND SUSPENSION

The Contractor acknowledges that it is responsible to notify South Sound 911 of any federal, state or local debarment or suspension regarding Contractor, Contractor's employee(s), or any subcontractor used in regard to this agreement, that exists at the time this agreement is made or that occurs during the life of this agreement up to the effective date of termination. Failure to notify South Sound 911 is grounds for termination of the Contract. Debarment or suspension, if it affects the funding source for the project or impacts Contractor's ability to perform, is grounds for termination of the Contract.

** Balance of Page Intentionally Left Blank **

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

I. GENERAL INFORMATION

South Sound 911 is a voter-approved, consolidated public safety answering point (PSAP) providing 911, dispatch, records management and technology services for law enforcement, fire and emergency medical service (EMS). South Sound 911 serves most of Pierce County, Wash., including the City of Tacoma, City of Lakewood, City of Fife, West Pierce Fire & Rescue, and Pierce County, including the contracted cities served by the Pierce County Sheriff’s Department. South Sound 911’s mission is to provide a modern, unified emergency communications and response system to protect and serve our communities and partner agencies. South Sound 911 is governed by a nine member Policy Board comprised of elected officials from each of the member agencies.

South Sound 911 is soliciting competitive, negotiable proposals for the replacement, service, and maintenance of Enhanced 9-1-1 System Customer Premises Equipment (CPE) to be installed at our PSAP. Qualified Respondents will be required to detail their solution to replace and fully implement CPE that will meet South Sound 911’s need to provide Enhanced 9-1-1 services for calls originating from wireline, VoIP, and wireless telephones, as well as provide an upgrade path to emerging and new Next Generation 9-1-1 capabilities in accordance with National Emergency Number Association i3 standards.

This is a two part solicitation. Respondent submittals will be comprised of a detailed proposed solution and a separate budget document. Proposed solutions will be evaluated on experience, qualifications, and technical merits, and selected Respondents will be invited to present demonstrations and submit best and final offers.

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 Proposal.

The apparent successful Respondent(s) will be expected to enter into a contract with South Sound 911 that allows for cooperative purchasing by other governmental entities. All contractor and sub-contractor personnel who will be on site at South Sound 911 will be required to pass a criminal background check.

A. PROJECTED CALENDAR OF EVENTS

The schedule of events concerning this RFP is as follows:

Publish and issue RFP.....	November 7, 2013
Pre-Proposal Questions.....	November 15, 2013
Pre-Proposal Conference.....	N/A
Response Due Date.....	December 10, 2013
Part 1 proposal evaluation.....	December 19, 2013
Demonstrations/Respondent interviews.....	January 6-8, 2014
Part 2 proposal evaluation.....	January 13, 2014
Contract Negotiations.....	February 12, 2014
Award Recommendation.....	February 17, 2014
SS911 Policy Board Approval.....	Next meeting held
Award Date.....	Same date as Board meeting
Work commences.....	Day after award
Work is completed.....	3 months from commencement

This is a tentative schedule and may be altered.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

B. ANSWERS TO RESPONDENT INQUIRIES

Any questions concerning the RFP must be submitted in writing to Mary Schindler, via fax (253-798-7874) or by email (mary.schindler@southsound911.org) by 2:00 p.m. PST, November 15, 2013. South Sound 911 will not be responsible for unsuccessful electronic submittals. No further questions will be accepted after 2:00 p.m. PST on that day. The answers to the questions submitted will be an Addendum and will be posted to the following website: www.SouthSound911.org (*Services/Administration*) by end of business within 3 working days. It is the Respondent's responsibility to check the website.

South Sound 911 will not be responsible for unsuccessful submittal of questions, and no further written questions will be accepted after the deadline stated above. 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.

All communications concerning this acquisition should be directed to Mary Schindler. Unauthorized contact regarding the RFP with any South Sound 911 employees may result in disqualification.

C. RFP REVISIONS

In the event it becomes necessary to revise any part of the RFP, addenda will be issued to all persons/firms who receive the RFP, and a notice will be posted on the designated website [www.SouthSound911.org (*Services/Administration*)] that an addenda has been issued.

D. RESPONSIVENESS

Proposals must provide ninety (90) days for acceptance by South Sound 911 from the due date for receipt of proposals. All proposals will be reviewed by South Sound 911 to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. South Sound 911 reserves the right, in its sole discretion, to waive irregularities deemed by South Sound 911 to be immaterial.

E. PROPOSAL FORMAT

Proposers shall submit the following:

Hard Copies: One (1) original and ten (10) copies delivered to the South Sound 911 Budget and Finance Department, 955 Tacoma Avenue South, Suite 102, Tacoma, WA 98402. The original of the proposal is required on standard 8 ½ by 11 inch paper.

Electronic Copies: Five (5) electronic copies in PDF format on CD(s) or DVD(s). Electronic copies shall be submitted in portable document format (pdf) or image file formats. Documents must be capable of being opened, read, and disseminated to accommodate the solicitation process. If electronic copies are submitted in multiple documents, the documents must be numbered in compilation order to mirror hard copy submittals. Document must be printable on 8 ½ by 11 inch paper.

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

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

the submittal are unacceptable. The order and sections of responses should match those listed in Section K below.

F. COSTS TO PREPARE PROPOSAL

South Sound 911 is not liable for any costs incurred by the Respondent for the preparation of a proposal submitted in response to this RFP, for conducting any presentations to South Sound 911, or any other activities related to responding to this RFP.

G. PROPOSALS PROPERTY OF SOUTH SOUND 911

All proposals, accompanying documentation and other materials submitted in response to this RFP shall become the property of South Sound 911 and will not be returned.

H. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

To the fullest extent permitted under law, all proposals received shall remain confidential until the evaluation is completed and the vendor is selected and approved. Thereafter, proposals shall be deemed public records. **See Standard Terms and Conditions Sections 1.17 and 2.25.**

I. CONTRACT OBLIGATION

The apparent successful Respondent(s) will be expected to enter into a contract with South Sound 911, which is substantially the same as the sample contract or sample professional services contract, and its general terms and conditions, attached.

J. POST-EVALUATION

1. Notification of Selected Responses

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 apparent successful Respondent(s). Failure to include a fax number or e-mail address may result in no notification.

2. Protest Procedures

Respondents submitting a protest to this procurement shall follow the procedures described herein. All protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Respondent under this procurement.

All protests shall be in writing and signed by the protesting party or an authorized agent. The protest shall state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the South Sound Executive Director.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will not be considered.

In the event a protest may affect the interest of any other Respondent, such Respondent(s) will be given an opportunity to submit their views and any relevant information on the protest to the South Sound 911 Executive Director.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

Upon receipt of a protest, a protest review will be held by the South Sound 911 Executive Director to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to ensure that procedures described in the procurement document were followed, all requirements were met, and all Respondents were treated equally and fairly.

Protests shall not be accepted prior to notification of selected Respondents. Protests shall be received within two (2) business days from the date of the notification. The South Sound 911 Executive Director or his/her delegate will then consider all the information available to him/her and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay. No contracts will be entered into until such written decision is issued.

K. PROPOSAL CONTENT TO BE SUBMITTED

The following information shall be submitted.

1. Cover letter
2. Proposal Signature Page— Complete and submit.
3. Provide a detailed proposal and budget for all deliverables listed in Section II Project Background. The deliverables set forth in this RFP should not be considered a complete list of all required elements. It is expected vendors will articulate how their response meets the deliverables set forth in this RFP.
4. Experience and Qualifications
 - a) History
Provide a brief description and history of available resources and a listing of relevant products and technologies Respondent has utilized while delivering similar goods and services as outlined in the Scope of Work and Requirements.
 - b) Qualifications
Provide information that highlights your particular abilities to successfully complete the services outlined in the scope of work and requirements.
 - c) Experience
Describe your experience with providing the services outlined in the scope of work and requirements.
6. References
 - a) Provide contact information in the number state in Selection Process and Evaluation Criteria below, related to the experience referenced above. Information should include, at a minimum:
 - Company name
 - Contact's name
 - Contact's title
 - Mailing address
 - Fax Number
 - Telephone number
 - E-mail address
 - Description of services provided

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

7. 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 the Law Enforcement Support Agency (LESA) whose duties relate(s) to this RFP, 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 RFP.
- 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 or Law Enforcement Support Agency (LESA) employee.

8. Required Supplemental Information

a) Financial Information

- (1) Status of Firm —if a corporation, list the state and date of incorporation.
- (2) If other than a corporation, list all general partners, joint ventures, persons or entities with an interest of ten percent (10%) or more in the firm, indicating the title, if any, and the percentage of the interest of each.
- (3) Financial Statements
Provide three (3) years of audited financial statements and the most recent Dun & Bradstreet Business Information Report. (Business Information Report is the minimum level D&B report required for this supplemental information requirement).
- (4) Failure to Complete Prior Projects
Disclose whether Respondent has ever failed to complete work as outlined in the Scope of Work or similar project, within the past two (2) years. If so, list the entity for which the project was to be performed and explain why the work was not completed.

b) Litigation

State the case number and party names of all litigation the Respondent has been named in that has been filed since January 1, 2003. The Respondent may omit any employment-related cases. It is not sufficient to state that litigation has no effect on this procurement. FAILURE TO DISCLOSE will result in disqualification of the Respondent and, if applicable, may be grounds for termination of any contract entered with the Respondent. If none, so state.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

c) Other

Include any supplemental information the Respondent thinks will be valuable to South Sound 911 in evaluating the qualifications of the Respondent to provide the services and/or goods described in this RFP.

L. AWARD CRITERIA

It is the intent to award at least one contract for the tasks listed in these specifications. The Respondent who can comply with the provisions and specifications herein, and provided such proposal is reasonable and is in the best interests of South Sound 911 to accept, will be offered an award. South Sound 911 reserves the right to award more than one contract, in the best interests of South Sound 911.

South Sound 911, however, reserves the right to reject any and all proposals, waive minor deviations or informalities, not award a contract, or issue a subsequent RFP.

M. ADDITIONAL INFORMATION FOR RFP EVALUATION PROCEDURES

1. Request for Clarification

As part of the evaluation process, and at the discretion of the Selection Advisory Committee (SAC), Respondents may be asked to clarify specific points in their proposal[s]; however, under no circumstances will Respondents be allowed to make changes to their proposals.

2. Interviews

The SAC may request an interview with the Respondents who score the highest. If a Respondent declines the request for an interview for any reason, the Respondent may be eliminated from further consideration.

N. SELECTION PROCESS AND EVALUATION CRITERIA

Responses to this RFP will be evaluated and ranked by a Selection Advisory Committee comprised of South Sound 911 personnel and other experts chosen at the discretion of South Sound 911. This evaluation process will be based on criteria listed below. The relative weight is intended as a general indication as to which criteria is most important to South Sound 911 and a general guide to the evaluators who participate in the process. South Sound 911 reserves the right to give each criterion such weight as it deems appropriate.

Cost of Proposal

1/3

The evaluation process is not designed to simply award the contract to the lowest cost proposal but, rather, is intended to help with the selection process to choose the best combination of attributes, including price, based on the evaluation factors.

Understanding of Project

1/3

Proposals will be scored for understanding of South Sound 911's needs by evaluating Respondent's description of the proposed solution. The solution should include a detailed description of the process, equipment, software, and services Respondent will provide. The proposed solution details must be organized as instructed in Section II Project Background.

Other criteria considered in this area will be whether the Respondent has grasped pertinent issues, identified potential problem areas, understands the deliverables, and understands and accepts South Sound 911's terms, conditions, and schedule requirements.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION I, GENERAL INFORMATION**

Experience and Qualifications

1/3

Respondent's qualifications and past similar experience will be scored for applicability to South Sound 911's needs. Respondent will provide a minimum of three references. References will be checked in addition to past contract performance.

** Balance of Page Intentionally Left Blank **

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

II. PROJECT BACKGROUND

A. PROJECT REQUIREMENTS / PROBLEM STATEMENTS

South Sound 911 is soliciting competitive, negotiable proposals for the replacement, service, and maintenance of Enhanced 9-1-1 System Customer Premises Equipment (hereinafter referred to as “CPE”), to be installed at the South Sound 911 Communications Center (hereinafter referred to as “PSAP”), located at 2415 South 35th Street, Tacoma WA 98409. The apparent successful Respondent(s) will be expected to enter into a contract with South Sound 911 that allows for cooperative purchasing by other governmental entities.

South Sound 911 is soliciting responses to this Request for Proposals (hereinafter referred to as “RFP”) from qualified Respondents, detailing their solution to replace and fully implement CPE that will meet South Sound 911’s need to provide Enhanced 9-1-1 (hereinafter referred to as “E911”) services for 9-1-1 calls originating from wireline, VoIP, and wireless telephones, as well as provide an upgrade path to emerging and new Next Generation 9-1-1 (hereinafter referred to as “NG911”) capabilities in accordance with the National Emergency Number Association (hereinafter referred to as “NENA”) i3 standards.

Current Status

The South Sound 911 PSAP currently utilizes Intrado LifeLine 100 with a Meridian ACD option 61 with a Meridian Max as its Management Information System (hereinafter referred to as “MIS”). The existing CPE and MIS were installed in October of 1999 and were maintained through a support contract with Century Link.

The existing CPE consists of 21 9-1-1 answering positions and handles 11 wireline, 15 wireless, and 4 VoIP 9-1-1 trunk lines. The PSAP also has two T1’s that are interfacing with the Meridian ACD which are provided by Pierce County Telco. The Meridian forced ACD is made up of 3 queues, queue 1 is 911, queue 2 is routine or non-emergency and the 3rd queue is for non-emergency calls that come in on the emergency queue.

An existing Spectracom clock is currently available to the CPE and MIS for time synchronization, including a NetClock / GPS 9383 and Time Server 9388. The Lifeline 100 and Meridian are protected by a building UPS and generator. The Lifeline 100 is also protected by an in house 48 volts battery bank.

South Sound 911 is seeking to replace all components of the existing CPE and MIS. The new CPE and MIS must be able to provide all of the critical functionality of the existing system, while having the capability for future expansion and providing an upgrade path to emerging and new NG911 capabilities in accordance with the NENA i3 standards.

B. PROPOSAL REQUIREMENTS

Proposals must cover all components (hardware and software) necessary to provide CPE as defined within this RFP. The CPE must consist of proven technology that will satisfy the present

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

needs and future growth of the PSAP, as defined by South sound 911, and be capable of adapting to existing supplemental and future technological advances in the realm of E911.

Proposals must address the requirements for the day-to-day operation, as well as the ongoing operational, management, and maintenance needs of the proposed CPE.

Proposals must describe how the installation and cutover plan of their proposed CPE will minimize interruptions or degradations to South Sound 911's existing E911 service.

Proposals must provide a written, clearly labeled, response to each and every section of this RFP, identifying Understood, Comply, Do Not Comply, or Explanation Necessary. Proposals must be organized such that detailed response information follows the order in which the requirements are presented in the following sections. Responses that reference separate documents must indicate document name and page/location of the referenced information for each requirement. Responses must be entirely self-contained. For example, links to web pages or other documents not contained in the submittal are unacceptable.

Respondents are advised that South Sound 911 Budget and Finance Department will serve as the primary point of contact between Respondents and South Sound 911 in this procurement process.

Respondents are also advised that South Sound 911 reserves the right to purchase other hardware and software, fully compatible with the selected CPE, as enhancements to the E911 system.

The local exchange carrier (hereinafter referred to as "LEC") serving Pierce County is Century Link.

Desired System

South Sound 911 is seeking a digital CPE, consisting of 23 9-1-1 answering positions and capable of the following:

- a) The system will provide ANI/ALI decoding for wireline, VoIP and wireless (Phase I and II) 9-1-1 calls.
- b) Interfacing with the existing Pierce County office phone system, provided and maintained by the Pierce County and Century Link.
- c) Replacing the existing GPS Network Clock, by Spectracom, time synchronization system should be in the bid.
- d) Integrating a MIS. (See section E.16 Management Information System (MIS) of this RFP for details of the required MIS.)
- e) The ability to interface with computer-aided dispatch systems (hereinafter referred to as "CAD") and associated mapping software and servers.
- f) Provide an expansion opportunity for a minimum of 50 more 9-1-1 answering positions in the future.
- g) Provide an upgrade path to NG911 capabilities in accordance with the NENA i3 standards.
- h) Provide an interface to ANI/ALI.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

- i) The system will provide an electronic Call Detail Report for phone records. That is searchable and archivable.
- j) The system shall provide the ability to record trunk side.

C. GENERAL CPE REQUIREMENTS

1. This RFP delineates, in detail, the specific functions required of the desired CPE. It does not describe how a proposed system is to implement these functions, as each Respondent's system will be unique in that respect. It is important, however, that Respondents describe how their system implements the functions, i.e., how their system will operate.
2. The primary goal of these specifications are to provide a complete and satisfactory operating CPE, capable of providing E911 services for 9-1-1 calls originating from wireline, VoIP and wireless telephones, as well as an upgrade path to current and future NG911 capabilities in accordance with the NENA i3 standards.
3. Respondents shall propose a CPE solution that can ensure reliability, availability, and access 24 hours a day, 365 days a year. Respondents shall detail the required hardware and software configuration to support the proposed CPE.
4. The purpose of this RFP is to solicit turnkey proposals for the replacement, service, and maintenance of CPE. Respondents shall ensure that their installation and cutover plan for the proposed CPE will not cause any service interruptions or degradations to South Sound 911's existing E911 service.
5. Respondents shall list all exceptions to the CPE functions specified in this RFP. Failure to do so may be cause for disqualification, or South Sound 911 may direct the Respondent, if selected, to implement the missing features at no cost.

D. GLOBAL CPE REQUIREMENTS

Global CPE requirements are those that apply to or affect all areas of the desired CPE. Respondents submitting a proposal shall ensure that their solution will meet the following mandatory requirements:

1. Respondents shall be responsible for providing CPE capable of displaying ANI and ALI, as provided by the LEC and wireless telephone carriers, along with the functions specified in this RFP. Responsibility shall include all equipment, installation, maintenance, and training needed to provide South Sound 911 with a fully operational CPE.
2. No Single Point of Failure shall render the CPE non-functional. Respondents shall explain how the proposed CPE will meet this requirement and how redundancy will be built into the system.
3. The equipment must be rack mountable in a two post rack.
4. Respondents must provide total space requirements, to include rack counts and any other relevant information.
5. All equipment and installation material required to fulfill the specifications of this RFP shall be furnished and installed, whether or not specifically enumerated in these specifications. CPE installation shall be handled as a turnkey project, inclusive of delivery, installation, review, testing, and written acceptance of all equipment from the planning phase to system implementation.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

6. Installation of all equipment, conduit, wiring, and any necessary cabling shall be the total responsibility of the selected Respondent. The Respondent shall have total responsibility for system compatibility and successful performance.
7. The selected CPE must meet or exceed the NENA standards for E911 PSAP equipment, as revised. Respondents shall cite knowledge of system compliance to these specifications, as well as any exceptions.
8. For security reasons, access to the CPE shall be dependent upon a proper password. The CPE shall support multiple levels of access, in order to allow for system access and programming capability by service personnel and PSAP administrators based on their level of expertise or authorization.
9. ALI requests shall be made immediately after the ANI has been decoded. Systems that wait for the call taker to go off-hook before sending requests for ALI will be given secondary consideration.
10. Hardware redundancy and automatic switchover shall be provided on the various CPE components, where appropriate.
11. All power supplies shall be redundant and distributed. It shall be possible to remove redundant components that are in standby mode without any interruption in service. All redundant components shall be easily accessible.
12. The CPE shall provide interfacing to CAMA lines, Analog FXO, and FXS lines.
13. The CPE shall provide direct connect utilizing SIP to the Washington State ESINET. The connection must support the RFIA protocol and the NENA i3 protocol.
14. The system must include security devices performing the role of a firewall for the ESINET.
15. The E9-1-1 controller shall support a minimum of 30 E911 trunks. A minimum of 15 additional trunks shall be capable of being supported without requiring software or hardware upgrades, other than the additional line interface/call processing cards.
16. The CPE shall have the capability to interface with multiple ALI remote databases for wireline, VoIP and wireless providers, as well as future NG911 connections.
17. The CPE shall provide for redundancy in regards to data storage and distribution.
18. The CPE and MIS shall have the capability of utilizing the GPS clock network to comply with the NENA standards for time synchronization.
19. The CPE shall have sufficient capability and capacity to provide full system operation for current and future needs of the PSAP's access line at all times, including stand-alone operation without delays in displaying, transferring, or ringing.
20. The CPE shall be easily accessible by personnel with a moderate amount of technical expertise.
21. There must be the capability to record trunk side for all 911 lines.

E. SPECIFIC REQUIREMENTS

1. E911 Controller
 - a) The E9-1-1 controller shall be equipped to perform voice transfers directly within the unit, or alternatively at a tandem central office. The system shall allow for voice transfers to be speed and manually dialed. Once transfer connection has been established, the CPE shall allow an any-party disconnect or a three-party voice conference.
 - b) The E911 controller shall support dedicated redundant data links to designated ALI database providers. A request to a database shall be made as soon as the ANI is

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

received. The E911 controller shall compare the telephone number returned with the ALI to the original ANI sent by the Central Office, ensuring that caller ALI is matched with ANI. If the received ALI is unclear or incomplete, a call taker must be able to command the system to repeat the request to the ALI database.

- c) The E911 controller shall allow E911 calls to be routed to a designated alternate location if (1) all exchange lines are busy to the PSAP, or (2) the PSAP closes down for a period of time.
- d) The E911 controller shall be capable of collecting the ANI digits and processing the ALI lookup regardless of the condition of the call (i.e. on-line or hung up). The ANI and ALI of the abandoned caller shall be available for viewing by the call taker.

2. Automatic Call Distribution (hereafter referred to as “ACD”)

- a) The CPE shall support ACD distribution with routing schemes that include longest idle agent, circular, and linear distribution.
- b) The ACD shall support the ability to overflow to a different queue based on maximum wait time, maximum calls in queue, or no agent signed into the queue.
- c) The ACD shall give a zip tone and a visual indication to the call taker to know there is a call coming to them.
- d) The ACD shall include an audible sound and a visual indicator when a caller is in a queue and has not been answered after a set number of seconds. This read out must be able to be displayed in a fashion that it can be seen and heard throughout the room. This must be configurable.
- e) The ACD shall provide the ability to automatically provide a post call works time for giving the agent time to wrap up the previous call. The ACD shall enable the configuration of the post call work time. This must be configurable.
- f) The ACD shall requeue a call when a workstation failure is encountered during the call.
- g) The ACD shall provide routing based on console positions and/or agent login.
- h) The ACD shall provide the ability to route any call to a specific queue based on the direct in-dial number dialed by the caller.
- i) The ACD must be able to support a minimum of 3 queues and be expandable to 10 queues.

3. Intelligent Workstations (hereafter referred to as “IWS”)

- a) The IWS shall allow call takers to have on-screen access to all telephone features and shall not require a physical telephone instrument. All standard telephone functions must be available via the Intelligent Workstation. At a minimum, these shall include: pickup an incoming call, hold, release, transfer/conference, dial/last number redial, initiate an outbound call, and retrieve a held call.
- b) All types of lines, including 9-1-1, ten-digit emergency, and administrative lines shall be capable of termination and appearance on the call taker’s screen.
- c) The CPE shall have the ability to display the ANI/ALI data on a number of types of screens.
- d) The CPE shall be capable of displaying twenty (20) digit ANI, two ten (10) digit ANI, telephone company identification, and Phase I and Phase II Wireless ANI and ALI.
- e) The E911 controller shall store the ANI/ALI information while the call is on hold, hence avoiding repetition of the ALI request.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

- f) The call queue indicators shall show the following types of information: number of calls in queue, the time the oldest call has been in queue, the trunk number or line number of the incoming call, and line status (i.e. ringing, off-hook, etc.)
- g) The IWS shall provide the ability to include a shared call appearance resource for any line or trunk of the system that will show the status of the line, pre-answer ALI of the caller, ability to pick up that line, join the call, or determine which call taker is on that line.
- h) The IWS shall allow the operator to place multiple 9-1-1 calls on hold. To assist in retrieving the proper call, operators shall be presented with a list of calls on hold, showing the ANI, ALI, and the time and date at which each call was placed on hold. Operators shall also have the capability of retrieving 9-1-1 calls that have been placed on hold at another answering position.
- i) The call taker shall be capable of releasing an existing E911 call at any time, regardless of whether the calling party has hung up.
- j) The IWS shall provide the ability to transfer information, such as addresses or coordinates, to mapping system software with graphical display capability (i.e. ANI, ALI, Mapped ALI, CAD Mapping).
- k) The IWS software shall support a rebid of the ALI information as needed.
- l) Call takers shall be advised of the nature of incoming calls through the use of distinctive ring tones or zip tones (used currently, tones that could be heard in the head set as calls are being routed to them) for various types of incoming calls (E911, administrative, etc.).
- m) The volume of the ring shall be capable of being lowered to a preset minimum, or increased at the call taker's discretion.
- n) The IWS will be able to mute the transmit side of the handset
- o) The IWS shall provide a window showing details of all agents currently logged into the system, including information such as their name, the name of their position, their current role, their call status and the name of the line if they are on a call.
- p) The IWS shall provide an output for recording position audio.

4. Roles Based Login

- a) The CPE shall provide the ability to assign multiple roles to an agent.
- b) The role shall define the ACD routing, line mapping, permissions, screen layout, contact lists, audible alerts and other configurations, to be used by the user at login to any 9-1-1 position.
- c) The CPE shall support multiple roles per agent and allow the ACD to distribute calls based on the active role for each agent.
- d) An agent shall be able to choose any of their assigned roles during their login.
- e) The console shall support the assignment of multiple screen layout and configuration based on the role of the agent.

5. Call Control

- a) The IWS shall not provide the ability for an agent to refuse an ACD call presented to the workstation unless the call taker is in the not ready mode or on another call.
- b) The IWS shall provide the ability for an agent to change their state to and from ready and not ready to receive an ACD call.
- c) The IWS shall provide the ability to automatically answer incoming ACD calls.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

- d) The IWS shall provide the ability for a call taker to answer incoming ACD calls or pick up a call on any line appearance configured on its current console layout.
- e) The IWS shall provide the ability to perform a conference and a blind or a supervised transfer with one click of a contact.
- f) The IWS shall provide the ability to put a call on local hold, where only the agent who put the call on hold can retrieve the call and put a call on system hold, where any agent can retrieve the call.
- g) The IWS shall provide information for a call on hold such as how long the call has been on hold and which agent has put the call on hold. The console shall also alert the agent when a call has been on hold longer than a pre-configured amount of time.
- h) The IWS shall provide the ability for an agent to join a call on any of the shared line appearances configured on the console. When joining, the call taker that was initially on the call shall receive information that another agent has joined, as well as the identification of that agent.
- i) The IWS shall provide the ability to perform a no-hold conference, where the existing parties on the call are not put on hold when conferencing in a new party.
- j) The IWS shall provide the ability to perform a hold conference, where the existing parties on the call are put on hold when conferencing in a new party.
- k) The IWS shall support a conference with up to 10 parties on the call, including the call taker.
- l) The IWS shall support the ability to selectively drop, hold, and unhold individual parties on a conference call, as well as the ability to drop the last party added to the conference call.
- m) The IWS shall support the ability for a call taker to selectively mute the conference audio towards individual parties of a conference, whereby the muted party cannot hear the conference audio and the muted party can be heard by other parties in the conference.
- n) The IWS shall provide the ability for an agent to request supervisor help, whereby the supervisor shall receive an audible and visual indicator of the help request. At this point, the supervisor can accept the help request and be automatically conferenced with the agent.
- o) A supervisor shall be able to initiate an observation session on any agent, whereby the supervisor is silently connected to the agent's audio path. The supervisor shall be able to listen in on the call and at any time be able to barge into the call and establish a two (2) way audio path with all participants on that call.
- p) The supervisor observe function shall be able to be silent, providing no indication that an agent is being monitored, or be able to be configured to provide a tone to notify the agent of the observation in progress.

6. Call Information Display

- a) The IWS shall provide the ability to display to an agent the calling party number and ALI of an incoming 9-1-1 call before the call has been answered.
- b) The Caller ID of calls received over administrative lines shall be capable of being displayed on the corresponding answering position's console. Due to space limitations, the ANI of the Caller ID feature shall be displayed in the same screen as that of an E911 call.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

- c) The IWS shall provide the ability to request the system to rebid the ALI of the caller and update the ALI in the call information display.
- d) The console shall provide the ability to perform a manual ALI request, whereby the agent enters a phone number and the system performs an ALI query and displays the results on the IWS. This manual ALI query shall be able to be performed while the agent is idle or on a call. All manual ALI requests shall be reported to the MIS.
- e) The manual ALI request capability shall be able to be enabled on a per role basis.

7. Speed Dialing

- a) A speed-dial feature shall be provided and shall be user-programmable.
- b) Speed dialing shall be capable of performing primary and secondary dialing for dialing transfers, conferences and other functions, such as long distance access, card numbers, and pin access.
- c) There shall be a minimum of 1500 programmable speed dials, with the ability to add more.
- d) The system must be able to transfer calls using Washington State star (*) codes.

8. Contact Management and Dialing

- a) The CPE shall support the creation of contact lists for dialing, with each contact list assignable based on the role of the users.
- b) The contact list shall provide the ability to define custom fields for each contact list.
- c) The contact list shall be able to be displayed in an array of buttons for one click dialing.
- d) Multiple layers of the contact buttons shall be able to be organized in such a way that a call taker can easily navigate to the appropriate contact button for dialing.
- e) The CPE shall also provide a search capability of all contacts, whereby the search results are narrowed and displayed as the agent enters characters in the search field.
- f) The search capability shall provide a simple search of the contact name or an advanced search, where the agent can enter additional search criteria for other fields in the contact record.
- g) The CPE shall provide the ability to assign any contacts to an emergency service number (hereinafter referred to as “ESN”) group to be used by an agent for selective transfer based on the ESN. The contacts associated with a caller’s ESN shall then be accessible with one click.
- h) The CPE shall support dialing rules based on different contexts, including the line type and the state of the console.
- i) The proposal shall offer a migration tool for the existing dialing data contained in the Intrado system.

9. ALI

- a) The CPE shall provide the ability to configure multiple ALI links.
- b) Each ALI link shall be configurable for a specific ALI protocol and assignable to individual trunk groups.
- c) The CPE shall provide the ability to manually request ALI data as often as desired with minimal delay.
- d) The CPE shall provide the ability to create an incorrect location information report and send it to a printer and/or e-mail it to a pre-configured e-mail address.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

10. CAD

- a) The CPE shall provide an interface to CAD and mapping servers using a standard NENA ANI/ALI CAD spill via an RS-232 serial port.
- b) The CPE shall also provide additional interface ports utilizing current NENA ANI/ALI CAD spill standards.
- c) The CPE shall provide an optional ANI/ALI CAD spill update when the ALI is rebid, via the above described interface.

11. TDD Capability

- a) The CPE shall provide an integrated TDD detector for all lines. The CPE shall allow the call taker to communicate by using a keyboard and pre-programmed messages.
- b) The E911 controller shall allow call takers to communicate with TDD callers directly from their answering position, without requiring the use of any external device.
- c) The console shall be able to detect the encoding to be used for the TDD conversation.
- d) The console shall provide the ability to program an automated TDD answering string.
- e) The CPE shall provide management with the capability of configuring and scripting the predefined messages based on incident type, such as, but not limited to, POLICE, FIRE and EMS.
- f) The CPE shall provide the ability to record the text of a TDD conversation in the MIS.
- g) The console shall support transferring and conferencing of TDD calls.

12. Dialing

- a) The system shall provide a list of recent incoming and outgoing calls, for the last 100 calls. This list shall show detailed information about the call, including the date and time, calling party number, incoming line, ALI, and ESN.
- b) The console shall provide a one (1) button callback from the recent call list.

13. Abandoned Call Handling

- a) The CPE shall provide the ability to notify the agent of any abandoned calls. The notification shall be in the form of a visual indicator showing the quantity of abandoned calls, as well as an audible indicator specific to abandoned calls.
- b) The CPE shall provide the ability to either automatically distribute the callback of abandoned calls to individual agent positions or to allow agents to selectively perform callback of abandoned calls from the agencies abandoned call list.

14. Instant Recall Recording (hereafter referred to as “IRR”)

- a) The CPE must have the ability to record all calls received at the IWS. These recordings must be available for playback during or after a call. These calls should be stored locally and delete automatically after a predetermined amount of time. This needs to be configurable over the entire system without having to touch each station.
- b) The IWS shall have the ability to control the volume of the IRR.

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

15. System Monitoring and Administration

- a) The CPE shall allow supervisors and/or call takers to view real time, concise ALI information of all 9-1-1 calls in queue at the PSAP. The CPE shall be equipped with a monitoring capability that can be located in the equipment room or in a remote location.
- b) The CPE shall be equipped to run self-diagnostic programs and to automatically report any error via audible and visible alarms.
- c) Visual and audible alarms shall be generated in response to abnormal occurrences requiring the attention of maintenance or supervising personnel.
- d) A remote maintenance interface shall be provided for diagnostics and maintenance of the CPE.
- e) All maintenance and administration functions shall be accessed via a browser based application.

16. Management Information System (hereafter referred to as “MIS”)

- a) In order to assess usage, allocate resources, and identify abuses, a Management Information System (MIS) is required. This MIS shall be capable of monitoring all lines within the system, including 9-1-1, seven-digit emergency and administrative lines.
- b) The MIS shall incorporate the E911 call data records and telephone information into a PC for efficient storage, search, and retrieval of vitally important data and accessible analysis of system performance.
- c) The MIS shall provide South Sound 911 with various reports using a variety of user defined criteria and provide the following at a minimum: provide a total of calls answered per position, provide average call ringing and call handling time per position, monitor trunk usage for system performance, retrieve and display call detail data on demand, track calls transferred, agent occupancy, agent answering performance for 911 calls, 911 calls by trunk group, number of abandon calls, call volumes by half hour, agent average speed to answer at 10 seconds and 12 seconds and store ALI call information.
- d) The MIS shall be capable of generating reports from varying time periods and be able to auto-schedule the generation of predefined reports.
- e) The MIS shall be designed to be highly reliable and protect data security and integrity.
- f) The MIS shall contain near real-time information (shortly after call completion) and allow users to search for recently completed events and event details.
- g) The MIS shall support the ability to filter, group, and set preferences for each user of the system.
- h) The MIS shall provide a path for migration of legacy data from the existing MIS system.
- i) The MIS shall provide ad hoc reporting capabilities.
- j) Preference shall be given to Respondents providing conversion services to enable search of archive data from the last ten years currently residing in the Positron PowerMIS system.

F. DELIVERY AND INSTALLATION

- 1. The new CPE shall be delivered to its proper location and installed by the Respondent without additional cost or expense to South Sound 911, and at the convenience and direction of South Sound 911 staff. The CPE shall not be considered accepted until the CPE has been installed

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

and is operating in accordance with all specifications outlined in this RFP and any related contract.

2. The CPE installation shall be accomplished with no service interruption to the normal business operation of the PSAP.
3. The selected Respondent shall assume full responsibility for supervision of the work irrespective of the amount of work sublet, and shall give the work the attention necessary to facilitate and assure completion in accordance with the terms of the contract.
4. The selected Respondent shall assume full responsibility for ensuring that all work complies with the applicable national, state, and local codes and regulations.
5. The selected Respondent shall be responsible, at all times, to observe and comply with all applicable laws, and shall protect and indemnify South Sound 911 and its representatives against all claims and liabilities arising from, or based on, Respondent or Respondent-employee violations.
6. The selected Respondent shall be responsible for making all necessary contacts and arrangements with the 9-1-1 service providers, 9-1-1 database providers, mapping provider, voice recording equipment provider, CAD equipment provider, radio communications equipment provider, etc. After the CPE is installed and is in operation, the selected Respondent shall be responsible for resolving any conflicts that may arise with any support service provider with regard to the relationship between the Respondent's equipment and the telephone service provider or support equipment provider.
7. All vendors and subcontractors will have to provide first name, last name, middle initial and date of birth of those who will be doing any work at South Sound 911.
8. All vendors and subcontractor will have to pass a background check before they will be able to work at the South Sound 911.

G. USE OF SUBCONTRACTORS

1. South Sound 911 shall allow for the use of a subcontractor to perform such duties and obligations, pursuant to the resulting contract, that may be delegated to it by the selected Respondent. However, South Sound 911 shall have prior approval for all subcontractors used to fulfill this contract with regard to experience, skills, impartiality, etc. The selected Respondent is advised that any work completed by subcontractors, employees, or agents of subcontractors in order to meet the obligations of the selected Respondent does not negate the selected Respondent's responsibilities as set forth within the resulting contract.
2. The selected Respondent shall remain solely responsible for performance of its obligations under the resulting contract. South Sound 911 shall look solely to the selected Respondent for performance of the resulting contract and be without liability to any subcontractor, agents, or employees of subcontractors that the selected Respondent may hire. Payment under the

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

terms of the resulting contract shall be made directly to the selected Respondent. Subcontractors, agents, or employees of subcontractors shall have no right to payment from South Sound 911.

H. INSURANCE REQUIREMENTS

The Respondent and all subcontractors, at their own expense, shall provide and maintain insurance with a company licensed to do business in the state of Washington. South Sound 911's standard insurance requirements are appended to this RFP.

I. VENDOR EXPERIENCE

Respondents shall include a written statement giving South Sound 911 the right to investigate the references and past performance of any Vendor, subcontractor, or their employees, with respect to its successful performance of similar services, compliance with the RFP and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

J. TRAINING

1. Respondents shall detail the training requirements associated with the implementation of the CPE.
2. All training course content shall be subject to review and approval by South Sound 911. Video capture of the training by South Sound 911 staff shall be allowed.
3. Respondent provided training shall include:
 - a) General call taker training.
 - b) Supervisor training.
 - c) Software training on all aspects of the programmable equipment and services provided by the successful response to this RFP.
 - d) Maintenance training for maintenance staff.
4. Training shall be provided on-premise at the PSAP, or other South Sound 911-designated location.
5. Electronic copies of all training materials and any software demos or videos used in training shall be provided to the South Sound 911 for training new employees after system implementation.

K. SYSTEM DOCUMENTATION / MANUALS

1. The selected Respondent shall furnish the South Sound 911 with two (2) complete bound system equipment manuals, along with an electronic version, upon completion of the CPE installation. These manuals should include the following:
 - a) A complete instructions manual for all equipment in the system.
 - b) Instructions for the determination of trouble reporting, including all trouble report telephone numbers.
 - c) A complete schematics and parts list for all equipment in the system.
 - d) A complete and detailed system schematic, showing the actual system "as installed."

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

- e) A complete description of the nature and scope of training functions for PSAP personnel and supervisors.
2. All system equipment interconnect wiring shall be clearly marked and documented so that any individual interconnecting wire may be readily identified.
3. Upon completion of site installation, the Respondent shall provide South Sound 911 with a complete inventory of all installed equipment. The inventory should include physical descriptions of each piece of equipment and all pertinent serial numbers.

L. WARRANTY

1. Respondents shall provide detailed warranty information with their proposals. On each item offered, the following information shall be indicated: exact period of warranty, any special extended warranty offered, any special hours emergency service is offered, and a general statement of warranty policy.
2. Manufacturer Original Warranties shall be provided on all equipment. Any exceptions shall be noted and explained in Respondent proposals.
3. Warranties submitted with the proposal response shall be in lieu of all other warranties, expressed or implied. South Sound 911 shall not assume any warranty or liability on the Vendor's behalf unless made and agreed to in writing by both parties.
4. Respondents shall warranty the proposed CPE and all components shall be made from new manufactured parts and materials.
5. All CPE equipment and parts shall be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period shall begin upon final acceptance of the system. The warranty shall cover parts, labor, travel, and all other expenses. The selected Respondent shall warranty and further guarantee that all equipment furnished shall be of good workmanship, new materials, and functionally designed. The equipment shall be operable for the proposed use by the PSAP.
6. Warranty of all CPE equipment shall be the sole responsibility of the selected Vendor. The warranty for fixed site equipment and systems shall be all-inclusive of twenty-four (24) hours each and every day during the initial warranty period, and as required after the warranty period and during the maintenance period. The selected Respondent shall provide technicians who know the products well, and are trained specifically for the equipment and systems, holding factory certifications for installed equipment, and who can respond to fixed sites within the required time if failure to equipment has not otherwise been repaired.
7. In the event any component part of equipment or materials furnished under these specifications or its subsequent contract(s) becomes defective by reason of material or workmanship during said warranty period, the selected Respondent shall, at no expense to South Sound 911, repair or replace the equipment or components with new equipment or components.
8. The initial warranty shall take effect the day the system is accepted by South Sound 911. This warranty shall include specifics on the type of support, what assistance will be offered, and the time frame of the warranty. During the period of initial warranty, the Respondent shall be obligated to respond to and correct any reported problems with the entire system.
9. During the warranty period, software components shall be replaced as new software versions are released for mainstream distribution. The Respondent shall define costs to replace and/or

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

upgrade software, including expected personnel costs. The Respondent shall also provide a preliminary implementation schedule.

10. Respondents shall describe, in detail, software maintenance and support programs available after expiration of the warranty, including how software problems will be resolved, terms of the support and maintenance, and hours of coverage. Respondents shall provide an itemized summary of all proposed maintenance, which specifies each item, individual model numbers, and the associated maintenance time period and costs for each component or item.
11. Respondents shall describe their proposed software solution update or upgrade policy. Specifically, Respondents shall describe what updates or upgrades are provided with the maintenance plan and how many updates are provided annually. The Respondent shall also describe its approach to migration support from one release to another, and the historical cost information associated with the migration.
12. The Respondent shall provide 24 hours a day, 365 days a year support for the entire system throughout the implementation phase and beyond, as long as this CPE is in place. Respondents shall detail policies that deal with problem escalation for phone support and/or on-site support, such as the following: in what period of time a Respondent representative must arrive on-site to provide assistance after notification of a problem, and what safety measures/problem resolution techniques are in place should the system problem(s) not be corrected in a specified time period.
13. The selected Respondent shall provide all policies and procedures for third party software applications that South Sound 911 may desire to have reside on the individual workstations, or on the servers, if applicable. Software, such as Mapped ALI, CAD, NCIC, Emergency Medical Dispatch, and other vertical applications pertinent to the provision of emergency dispatch services are examples that may be requested. All system testing and documentation shall be the responsibility of the selected Vendor.

M. MAINTENANCE

1. South Sound 911 desires for the CPE to be configured with an automatic alarm that provides notification to a 24 hour staffed facility for troubleshooting and technician call out. A secure remote maintenance and diagnostic capability shall be provided by the CPE. The E911 controller shall be capable of receiving and originating calls to the maintenance center in the event of an alarm.
2. Due to the critical nature of emergency communications, Respondents shall be prepared and able to provide on-site service 24 hours a day, 7 days a week, 365 days a year. Respondents shall detail their response to calls for emergency service.
3. Respondents shall provide documents and resumes certifying their system maintenance and follow-up service personnel to be manufacturer trained and certified on the CPE to be installed. Respondents shall include the names, training records, experience in servicing the proposed equipment, years of experience in troubleshooting telecommunications networks, systems and devices, and primary function of the proposed personnel who will be providing maintenance and follow-up services.
4. The starting time for reported failure shall be notification of the Respondent service office, as documented by the PSAP. Starting time does not preclude authorized service personnel from providing a more rapid response when readily available. If there is no response after 24 hours of a PSAP documented request for warranty or maintenance service on fixed site equipment

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

and systems from an authorized service center, South Sound 911 reserves the right to contract with an alternate source.

5. Respondents shall offer a variety of maintenance service plans including:
 - a) Normal Maintenance - defined as those problems that do not affect the overall performance of the CPE, but still require attention. Respondents shall define their maximum response time in parameters. The minimum response requirement for qualifying Respondent responses is four hours, during industry normal business hours.
 - b) Critical Maintenance – defined as any problem that jeopardizes or degrades the overall performance of the CPE. Vendors shall define their maximum response time parameters. The minimum response requirement for qualifying Respondent responses is two (2) hours, on a twenty-four (24) hour basis, to include weekends and holidays. Areas covered under Critical Maintenance include, but are not limited to, network connectivity, ANI and ALI Controllers, electronic sets and telephone controller equipment, and display terminals.
6. The selected Respondent shall be responsible for scheduling and coordinating work in such a manner as to provide timely response to requests for maintenance / repair. The selected Respondent shall also be responsible for providing the PSAP with methods of contacting representatives of the authorized repair facility.
7. All service shall be performed with the CPE fully operational. The CPE shall not be rendered inoperable for the purpose of routine maintenance, system software upgrades, or hardware additions.

N. PROPOSAL BUDGET

The proposal budget must be submitted as a separate document, in a sealed envelope, clearly labeled as “Proposal Budget” including the solicitation title, specification number, and the Respondent’s name. The budget must be organized as shown below. A Microsoft Word version of the following template is available upon request.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
REQUIRED COMPONENTS/SERVICES			
SOFTWARE			
(MUST BE COMPLETELY ITEMIZED)			
SOFTWARE SUBTOTAL			
HARDWARE			
(MUST BE COMPLETELY ITEMIZED)			
HARDWARE SUBTOTAL			
INSTALLATION AND CONVERSION			
<u>Required</u> installation			
<u>Required:</u> conversion			
<u>Required:</u> Hourly rate for other services			

**SOUTH SOUND 911
REQUEST FOR PROPOSAL – SECTION II, PROJECT BACKGROUND**

TRAINING			
TRAVEL			
Installation/conversion			
Training			
WA State sales tax (Tacoma, Washington) (9.5%)			
TOTAL COMPONENTS/SERVICES			
MAINTENANCE			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Out year escalation rate			

****Proposals must contain all components listed above.****



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

Hard copy proposals submitted by delivery must be sent to South Sound 911, 955 Tacoma Avenue South, Suite 102, Tacoma, WA 98402. Proposals submitted via email, if allowed, must be sent to Specifications@SouthSound911.org.

PROPOSAL FOR SPECIFICATION NO. 13-05-201

Enhanced 9-1-1 System Customer Premises Equipment

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 proposal under these specifications, that, in the event, any litigation should arise concerning the submission of proposals or the award of contract under these specifications, or Request for Proposals, 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.

Non-Collusion Affidavit

The undersigned Respondent, being first duly sworn, on oath, hereby certifies that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person or entity not herein named; and bidder/Respondent has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a proposal; 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

Address

Printed Name and Title

City, State, Zip

Date

(Area Code) Telephone Number / Fax Number

State Business License Number

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 _____,

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

My commission expires: _____.

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

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH BID

Please furnish South Sound 911 with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by South Sound 911's specification
- B. The following general requirements apply:
1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C.1 and C.2 below.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance and any required Endorsements on file with South Sound 911 throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance South Sound 911 may maintain, that is, any such South Sound 911 insurance shall be excess to limits stated in the certificate.
- C. The following statements are required on the Certificate of Insurance or an Endorsement:
1. "South Sound 911 is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with South Sound 911" may be included in this statement).
 2. "This insurance is primary and non-contributory over any insurance or self-insurance South Sound 911 may have" ("as respects a specific contract" or "for any and all work performed with South Sound 911" may be included in this statement).

**** NOTICE OF VENDOR RESPONSIBILITIES ****

Certificates of the above insurance coverage and any applicable endorsement shall be delivered, within ten (10) days of the execution of this Contract, to SS911 by the CONTRACTOR or the CONTRACTOR's insurance carrier or agent certifying the above insurance coverage items are in effect. If any of the above insurance coverage is cancelled or materially changed, the CONTRACTOR shall give written notice to SS911 within 24 hours.

Failure on the part of the CONTRACTOR to maintain the insurance coverage as required shall constitute a material breach of contract, upon which South Sound 911 may, after giving 24 hours notice to CONTRACTOR to correct the breach, immediately suspend or terminate the Contract if CONTRACTOR does not immediately correct the breach by securing the required insurance coverage and providing SS911 with a certificate of insurance as evidence that coverage has been secured before the expiration of the 24 hours period, or SS911 at its sole discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, with any and all sums so expended to be repaid to SS911 on demand, or at the sole discretion of SS911, offset against funds due the CONTRACTOR from SS911.

ENHANCED 9-1-1 SYSTEM CUSTOMER PREMISES EQUIPMENT AGREEMENT

THIS CONTRACT is made and entered into effective this _____ day of _____, 2013, by and between **SOUTH SOUND 911**, an interlocal governmental agency in the State of Washington (hereinafter referred to as the "SS911"), and Insert Name of Contractor, a Insert Business Entity Status, e.g., sole proprietorship, limited liability company, Washington state corporation, etc., (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

- A.** The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in the exhibits attached hereto and incorporated herein.
 - a) Exhibit ___ – Request for Proposal RFP Specification No. ____; and
 - b) Exhibit ___ – (Contractor's) response to RFP Specification No. ____; and
 - c) Exhibit ___ – Scope of Work; and
 - d) Exhibit ___ – Deliverables, Timeline and Payment Schedule.
- B.** In accordance with the terms and conditions of this Agreement, SS911 shall
 - a) Purchase from CONTRACTOR the services and equipment identified in Exhibit B, as it may be revised, amended or supplemented from time to time, and
 - b) License from CONTRACTOR
 - i. CONTRACTOR-owned software identified in Exhibit B, and
 - ii. Third-party software identified in Exhibit B
- C. Changes To Scope of Work.** SS911 shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, SS911 will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by SS911 policy.
- D. Order of Precedence.** In the event of a conflict in terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a) Applicable Federal and State of Washington statutes and regulations
 - b) Mutually agreed written amendments to this Agreement (the "Contract")
 - c) Contract, with exhibits taken in the following order of precedence:
 - iii. Exhibit ___ Scope of Work
 - iv. Exhibit ___ Deliverables, Timeline, and Payment Schedule
 - v. Exhibit ___ (Contractor's) response to RFP Specification
 - vi. Exhibit ___ Request for Proposal RFP Specification
 - d) Any purchase order or similar document itemizing specific products or services being purchased or licensed, but only to the extent of such itemization. Terms and conditions contained in purchase orders, bills of lading, shipping invoices, etc. shall not be considered a part of this agreement between Contractor and SS911, and are provided for convenience and reference only.

2. Term

- A.** All services shall be satisfactorily completed on or before _____, or as otherwise specified in Exhibit ___ and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B.** Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a

delay solely attributable to SS911, CONTRACTOR shall advise SS911 of such delay in writing as soon as is practicable.

3. Compensation and Payment

- A.** SS911 shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit _____.
- B.** The total price to be paid by SS911 for CONTRACTOR's full and complete performance of the Scope of Work hereunder shall not exceed \$ _____ without the written consent of SS911. Said price shall be the total compensation for CONTRACTOR's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C.** The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit _____, for services completed and/or deliverables furnished during the previous month. Upon SS911'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by SS911, for all invoiced services and deliverables.
- D.** Payment shall be made through SS911's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E.** SS911 may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of SS911.
- F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G.** In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and SS911 shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against SS911 on account thereof.

4. Independent Contractor Status

- A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by SS911 with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by SS911 on account of CONTRACTOR. CONTRACTOR may be required to provide SS911 proof of payment of these said taxes and benefits. If SS911 is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold SS911 harmless from those costs, including attorney's fees.
- B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which SS911 intends to use said services and deliverables as expressed in Exhibit(s) _____. Additional warranties, if any, for incidental product deliverables hereunder are set forth in Exhibit ____ <<or in Section 1.A.(2) above>>.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

C. If the CONTRACTOR intends to rely on information or data supplied by SS911, other SS911 contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of SS911.

6. Contract Administration and Right to Audit

- A. The Insert Dept/Division/SS911 Contact for SS911 shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and SS911.
- B. The CONTRACTOR shall, at such times and in such form as SS911 may reasonably require, furnish SS911 with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon SS911's request, the Contractor shall make available to SS911 all accounts, records, and documents related to the Scope of Work for SS911's inspection, auditing, or evaluation during normal business hours as reasonably needed by SS911 to assess performance, compliance, and/or quality assurance under this Contract.

7. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by SS911, with respect to all matters covered by this Contract. Except as otherwise authorized by SS911, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

8. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	CONTRACTOR
Name and Address	Name and Address
Phone	Phone
Facsimile	Facsimile
E-mail	E-mail

9. Termination and Suspension

- A. SS911 may terminate this Contract at any time, with or without cause, by giving ten (10) business days' written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to SS911. In the event SS911 terminates this Contract due to SS911's own reasons and without cause due to the CONTRACTOR's actions or omissions, SS911 shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. SS911 may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. Termination or suspension of this Contract by SS911 shall not constitute a waiver of any claims or remaining rights SS911 may have against CONTRACTOR relative to performance hereunder.

10. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If SS911 is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold SS911 harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes SS911 to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City of Tacoma ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

11. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless SS911, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of SS911, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR's own employees against SS911 and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of SS911. This indemnification shall survive the termination of this Contract.

12. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.
- B. Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$5,000,000 aggregate. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming SS911 as an additional insured and stating that coverage under the policy is primary over and non-contributory with any insurance SS911 may maintain.
- C. Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D. Professional liability or errors and omissions --\$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage and any applicable endorsement shall be delivered, within ten (10) days of the execution of this Contract, to SS911 by the CONTRACTOR or the CONTRACTOR's insurance carrier or agent certifying the above insurance coverage items are in effect. If any of the above insurance coverage is cancelled or materially changed, the CONTRACTOR shall give written notice to SS911 within 24 hours.

Failure on the part of the CONTRACTOR to maintain the insurance coverage as required shall constitute a material breach of contract, upon which South Sound 911 may, after giving 24 hours' notice to CONTRACTOR to correct the breach, immediately suspend or terminate the Contract if CONTRACTOR does not immediately correct the breach by securing the required insurance coverage and providing SS911 with a certificate of insurance as evidence that coverage has been secured before the expiration of the 24 hours period, or SS911 at its sole discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, with any and all sums so expended to be repaid to SS911 on demand, or at the sole discretion of SS911, offset against funds due the CONTRACTOR from SS911.

13. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City of Tacoma laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, SS911 shall be deemed to have cause to terminate this Contract, in whole or in part.

14. Conflict of Interest

No officer, employee or agent of SS911, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City of Tacoma conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR's services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of City of Tacoma's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

15. SS911 ownership of Work/Rights in Data and Publications:

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by SS911. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by SS911. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to SS911, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR's creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by SS911 to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by SS911 and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to SS911 shall survive the expiration or termination of this Contract
- B.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

16. Public Disclosure

- A. This Contract and documents provided to SS911 by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, SS911 may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event SS911 receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, SS911 agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorney fees or costs awarded by reason of having opposed disclosure. SS911 shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B. If CONTRACTOR provides SS911 with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) SS911, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against SS911 pertaining to the release of said record(s).

17. Duty of Confidentiality

- A. CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to SS911.
- B. Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by SS911 allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- C. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by SS911, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to SS911.
- D. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of SS911. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by SS911 prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from SS911, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- E. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- F. CONTRACTOR shall ensure that the text of this Section is included in each subcontractor's contract pertaining to the Scope of Services hereunder.

18. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit SS911's right to terminate authorized by this Contract.

19. Miscellaneous Provisions

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Contract shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

20. Debarment and Suspension.

The Contractor acknowledges that it is responsible to notify SS911 of any federal, state or local debarment or suspension regarding Contractor, Contractor's employee(s), or any subcontractor used in regard to this agreement, that exists at the time this agreement is made or that occurs during the life of this agreement up to the effective date of termination. Failure to notify SS911 is grounds for termination of the Contract. Debarment or suspension, if it affects the funding source for the project or impacts Contractor's ability to perform, is grounds for termination of the Contract.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

SOUTH SOUND 911

INSERT NAME OF CONTRACTOR

Printed Name
SS911 Executive Director

Printed Name: _____

Title: _____

Address:

Approved as to Form:

Printed Name
SS911 Legal Advisor

City/State/Zip

Approved as to Budget:

Tax ID: _____

Printed Name
SS911 Budget and Finance Manager

EXHIBIT "A"

SS911 RFP SPECIFICATION NO. _____
(PROJECT NAME)

EXHIBIT "B"

RESPONDENT'S SUBMITTAL TO SS911 SPECIFICATION NO. _____
(PROJECT NAME)

EXHIBIT "C"
SCOPE OF WORK

EXHIBIT "D"
DELIVERABLES, TIMELINE AND PAYMENT SCHEDULE

EXHIBIT "E"
SAMPLE INVOICE

EXHIBIT "F"
WARRANTIES

EXHIBIT E

INVOICE

This form is intended to illustrate the information South Sound 911 needs to process Contract payments. South Sound 911 prefers that CONTRACTORS use their standard business invoice forms so long as they include the following information. CONTRACTORS who do not have a standard business invoice form may use this format. Your cooperation in providing the information we are requesting will ensure prompt processing of your payments.

I HEREBY REQUEST PAYMENT FOR SERVICES:

DATE	DESCRIPTION	QUANTITY	RATE	TOTAL
TOTAL				\$0.00

AS PER CONTRACT DATED.: _____ AMOUNT DUE: _____

I HEREBY CERTIFY THAT THIS BILL IS CORRECT AND JUST AND THAT PAYMENT HAS NOT BEEN RECEIVED. I FURTHER CERTIFY THAT ALL SERVICES UNDER THIS CONTRACT HAVE BEEN PERFORMED.

BY: _____ DATE SIGNED: _____
SIGNATURE:

TITLE: _____

ORGANIZATION NAME: _____

SS No. OR FEDERAL TAX ID No.: _____

TELEPHONE NUMBER: _____

PLEASE REMIT PAYMENT TO: (Name & Address of Vendor)

I attest that these services and/or deliverables have been completed as per the Contract.

Contract Administrator Signature