



# REQUEST FOR PROPOSAL -FACILITY ASSESSMENT

For North East King County Regional Public Safety  
Communications Agency

RFP #2023-1

Release date: 2/24/2023

Date Due: Friday, April 21, 2023, 3:00 pm PST

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## I. Purpose of Request

North East King County Regional Public Safety Communications Agency (NORCOM), a Washington Interlocal governmental agency, is requesting proposals for a Facility Study. NORCOM's needs are outlined in the following Request for Proposal (RFP).

NORCOM requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. NORCOM further assures that every effort will be made to ensure non-discrimination in all its programs and activities, whether those programs are federally funded or not.

## II. Bid Process

NORCOM will attempt to follow the timetable which should result in a professional services agreement by May 31, 2023

Milestone	Date
Issue RFP	February 24, 2023
Deadline for Questions	March 6, 2023 at 3:00 PST
Pre-submittal Conference and Facility Tour	March 7, 2023 at Check-in at 12:45 PM PST at Bellevue City Hall
Addendum of Substantive Clarification if Needed	March 8, 2023
Proposals Due	April 21, 2023 at 3:00 PM PST
Preliminary Selection of Firm	May 5, 2023
Recommendation to Governing Board	May 12, 2023
Contract Negotiation Completed & Executed	May 31, 2023
Services Begin	June 8, 2023
Final Report to the Governing Board	No later than November 10, 2023

## III. Instructions to Proposers

### Questions

All questions must be submitted in advance, in writing and are due by Monday, March 6, 2023, at 3:00 PM PST, with questions directed to: Marianne Ryerson, Finance Manager, [mryerson@norcom.org](mailto:mryerson@norcom.org), Subject Line: RFP #2023-1 Facility Assessment.

### Pre-Submittal Meeting and Facility Tour

To ensure an accurate and complete response to this RFP, NORCOM is reliant upon Proposer's thorough understanding of the intended needs. NORCOM is further reliant upon the professional, technical, industry, applicable standards, and other required knowledge of the Proposer to ensure a complete and accurate response meets the intended needs and purposes. Therefore, all prospective Proposers to this RFP are encouraged to attend the Pre-Submittal meeting and facility tour on the date and time identified in Section II Bid Process.

The purpose of the Pre-Submittal Meeting is to provide attending Proposers with updated or additional information regarding the scope of work and deliverables or the procurement process, and to provide Proposers with an opportunity to ask questions regarding the specifics of the RFP. The meeting will include a tour of the NORCOM primary facility.

There will be a required check-in at 12:45 PM, PST for attending Proposers in the lobby of Bellevue City Hall.

Proposers may ask questions or receive clarification on any portion of this RFP. It is strongly encouraged Proposers submit questions to NORCOM in advance as outlined in [Section: Questions](#).

All Proposers desiring to attend the Pre-Submittal Meeting must send a confirming email to NORCOM Finance Manager, Marianne Ryerson, [mryerson@norcom.org](mailto:mryerson@norcom.org). Confirmations to NORCOM shall include the company name, contact name and title, and email address. Also list the names and contact information of any additional personnel your company plans to attend the Pre-Submittal Meeting.

Your confirming email to NORCOM will result in being added to the list of recipients to attend the Pre-Submittal Meeting and will receive a calendar invitation with attendee information.

Receipt of a request for attendance to the Pre-Submittal Meeting is deemed confirmation of the Proposer's receipt and review of the RFP, and acknowledgement of the requirements contained therein. Only qualified Proposer's need attend the Pre-Submittal Meeting.

If necessary, at the completion of the Pre-submittal Meeting, NORCOM may release an amendment to this RFP containing any material or informational changes it deems necessary, and that do not limit competition. NORCOM will publish subsequent updates or amendments to the RFP (as they are made available.)

An addendum will be issued no later than six (6) calendar days prior to the proposal due date to all recorded plan holders of the RFP if a substantive clarification is in order.

## Deadline

Proposals are due to the NORCOM's Finance Manager no later than Friday, April 21, 2023 at 3:00 PM PST.

We encourage that the responses be submitted by email. Emailed responses should include "911 NORCOM Facilities" in the subject line and be addressed to: [mryerson@norcom.org](mailto:mryerson@norcom.org). (Emailed responses must be in PDF format and cannot exceed 20MB). As an alternate to email, responses can be shared through a cloud service provider of the respondent's choice or mailed or delivered to:

NORCOM  
Attn: Marianne Ryerson – Facilities Study  
PO BOX 50911  
Bellevue, WA 98015

Additionally, four (4) printed copies of proposals shall be delivered to NORCOM postmarked by the stated deadline.

Late proposals will not be considered for award of contract.

## IV. Scope of Services

### General Information- NORCOM Introduction

North East King County Regional Public Safety Communications Agency (NORCOM), a 9-1-1 Public Safety Answering Point and Dispatch Center, was founded in 2007 by an Inter-local agreement between 14 Fire Agencies and 5 Law Enforcement Agencies and is located in Bellevue, Washington. NORCOM handles emergency, fire, police and medical calls and provides dispatch services for 20 police and fire agencies covering a service area of approximately 662 square miles of North King County.

Since 2009, NORCOM has operated out of a 13,100 square foot facility located in Bellevue City Hall. This facility currently houses a total of 88 personnel including 62 Telecommunicators, 7 Communications Room Supervisors, 9 Information Technologists, and 10 Administrative Personnel.

Additionally, NORCOM leases and maintains a fully operational backup center in a 1,045 square foot room at the Redmond Public Safety building.

### Background Information

Currently, the 911 Communications function is housed at Bellevue City Hall, on the 7<sup>th</sup> floor of 450 110th Ave NE. NORCOM has been under a lease agreement for the existing space since July 1, 2009. Current lease terms are year-to-year and require a 30-month termination notification period. Annual lease payment increases are tied to Seattle-Everett Area February released Consumer Price Index (CPI) figures, resulting in inconsistent annual fee fluctuations. NORCOM is interested in long-term stability in its facility costs and increased predictability of operating costs.

While NORCOM has seen minimal fluctuations in staffing and positions to serve its current operational workload, other centers in the region have expressed interest in joining NORCOM which may impact space needs. Additional lease space within Bellevue City Hall may be possible, however, all communications with NORCOM have been informal. NORCOM is preparing to replace the dispatch consoles at the primary Bellevue location. Publishing for the Furniture Console RFP is expected in Q3 of 2023, with an intended installation date of Q1 2024. This project will consider current configurations of dispatch consoles and opportunities for space efficiencies in a configuration redesign.

NORCOM leases space at Redmond Public Safety Building for back-up center facilities. This lease is a 10-year term for approximately 1,045 square foot space. This lease has a 90-day termination notification requirement. Annual lease payments are tied to December Seattle-Everett Area CPI.

NORCOM is assessing the adequacy, future capacity, and the continued financial feasibility of its existing facilities. Additionally, NORCOM is seeking recommendations about future space needs that might require relocation to another building. Considerations shall include a facility that NORCOM potentially purchases, builds, or leases.

### Project Summary

The Scope of Work for the project is being provided to be used as a guide when responding to this Request for Proposal. NORCOM is requesting proposals from qualified consultants with demonstrated experience to provide an assessment of its:

- Future operating needs to include staffing, operational growth and future facility needs

- Examination of existing facilities. NORCOM strongly encourages Proposers to consider NORCOM's future Furniture Console RFP in responses
- Future facility scenario development
- Long-term cost of operating an owned facility compared to long-term lease scenarios; and
- High-level commercial real estate assessment for alternative locations

Please note, NORCOM is required to comply with several facility standards from multiple regulatory agencies. This includes but not limited to, list of standards published by International Building Code (IBC) National Fire Protection Association (NFPA), National Emergency Number Association (NENA), Association of Public Safety Communications Officials, Inc. (APCO), Commission on Accreditation for Law Enforcement Agencies (CALEA), Federal Emergency Management Agency (FEMA) and other federally driven building requirements.

The project will be guided by a project team that includes NORCOM staff of various departments, and representatives of NORCOM stakeholders. Communications and correspondence will be conducted in various methods including in-person meetings, emails, or virtual meetings. These participants will work closely with the consultant team throughout the process.

The NORCOM Governing Board has authorized staff to proceed with this RFP.

This RFP does not obligate NORCOM to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate NORCOM to accept or contract for any expressed or implied services. NORCOM reserves the right to reject any or all responses, the right of NORCOM in its sole discretion to accept the response(s) it considers most favorable to NORCOM's interest and the right to waive minor irregularities in the procedures. NORCOM further reserves the right to reject all responses and seek new responses when such procedure is reasonably in the best interest of NORCOM.

## Deliverables

NORCOM anticipates the selected consultant shall provide the following:

- Periodic updates made to NORCOM Management and the Governing Board (virtual, in-person).
- Final in-person presentation to the Governing Board
- Draft and final copy of any plans, reports or technical memos
  - Electronic copies of all deliverables shall be in Portable Document Format (PDF) and in each file's source format

NORCOM will review the draft submittals and transmit review comments via email to the consultant.

## Detailed Scope of Work

1. **Current Facility Assessment:** review of NORCOM's spatial needs and required facility standards. Compare these items to NORCOM's current facilities. Provide a summary of key takeaways and recommendations.
2. **Projection of Future Needs:** Consider future staffing, technology, and service level projections. Use various means including, but not limited to, interviews with NORCOM staff, current population and call volume trends, and 911 service delivery trends.

3. **Facility development scenario:** using current regional trends in commercial real estate in NORCOM's service area to produce general ideas for cost, sq. footage and potential amenities to meet NORCOM's needs for the following:
  - a. Remodel, maintain, and growth in current location
  - b. Identify other available commercial space opportunities
  - c. Identify current or future public safety partnerships to co-locate
  - d. Purchase or construction of new facility to be owned and operated by NORCOM
4. **Long-term cost of operating an owned facility vs. long-term lease scenario:** develop a 20-year cost forecast comparing the facility and facility related operating costs of the scenarios (a-d).

Items to be supplied by NORCOM:

- Copies of current facility leases and other related agreements
- Collaboration with the City of Bellevue regarding current facilities planning options of current leased space.
- Contact information and coordination of NORCOM Project Manager, stakeholders and other key personnel.
- Facility access and tours
- Meeting space as needed

## V. Proposal Instructions

In order to facilitate the analysis of responses to this RFP, Proposers are required to prepare their proposals in accordance with the instructions outlined in this section.

Proposals should be prepared in a straightforward, concise manner. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. As noted in Section III of this RFP:

- ☐ Proposers are required to submit one (1) signed electronic version of the proposal by the deadline. This submission will serve as formal timestamp of receipt against the RFP deadline.
- ☐ Four (4) printed copies of proposals shall be delivered to NORCOM postmarked by the stated deadline.

### Executive Summary

This part of the response to the RFP should be limited to an overview description of the proposed solutions and experience. The summary should be oriented toward non-technical personnel and be no more than three (3) pages.

The complete name of the Proposing firm and/or person(s) submitting the proposal, the main office address, the primary and secondary contact person(s) and their respective telephone numbers and email addresses shall be included in this section.

### Background and Qualifications

Provide a summary of:

- ☐ Experience relevant to the scope of work including dates and timelines of relevant projects.
- ☐ The names and resumes of individuals who would be assigned to the project.
- ☐ Status of firm: If a corporation, list state and date of incorporation. 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.
- ☐ Litigation: State the case number and party names of all litigation the Proposer has been named in that has been filed since January 1, 2018. The Proposer may omit 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 Proposer.
- ☐ Conflicts of interest: An organizational conflict of interest is a situation where because of activities, relationships, or contracts, a consultant may possess an unfair competitive advantage. Provide a detailed explanation regarding why the firm believes there is no conflict of interest that would preclude the firm from performing the scope of work, and any internal measures the firm proposes to implement to eliminate any potential or perceived conflict of interest that would preclude the firm from performing the work.

## References

Include a list of references (with contact information) of at least three (3) projects completed within the last four (4) years for similar work. NORCOM reserves the right to contact references without prior notification.

## Responses to Detailed Scope of Work

Discuss your overall understanding of identified work, and your strategy for completing the work.

## Fees for Proposed Service

The proposal shall include a complete, itemization of fees. Costs must be presented for each task detailed in the proposed deliverable (IV This RFP does not obligate NORCOM to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate NORCOM to accept or contract for any expressed or implied services. NORCOM reserves the right to reject any or all responses, the right of NORCOM in its sole discretion to accept the response(s) it considers most favorable to NORCOM's interest and the right to waive minor irregularities in the procedures. NORCOM further reserves the right to reject all responses and seek new responses when such procedure is reasonably in the best interest of NORCOM.

**Deliverables** and **Scope of Work**. To control the schedule and final costs, NORCOM reserves the right to adjust the Proposed Deliverables and Scope of Work during negotiations with the selected Proposer.

## Project Schedule

Include a proposed schedule for completion of the Detailed Scope of Work with consideration of the expected final deliverable for Governing Board presentation in November 2023 at the latest.

## Insurance and Other Administrative Items Required

The following forms must be completed and submitted by all Proposers with their Proposals:



## Insurance/Bond

Contractor's insurance should be consistent with the requirements found in the sample agreement shown as [Appendix D](#).

## W9

Provide a copy of the Proposer's [IRS W-9 Request for Taxpayer Identification Number and Certification](#)

## Non-Collusion Affidavit

See Appendix A. This attached form must be completed and included in the proposal.

# VI. Evaluation Criteria

Each compliant proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system. Scoring criteria is broken up into five (5) categories.

Categories for Scoring:

Proposer's Qualifications	25 pts
Responsiveness to RFP	10 pts
Approach	25 pts
Pricing	15 pts
References	10 pts

## Management Qualifications

Consideration for the identified project team, the Proposers history working in this space.

## Responsiveness to RFP

NORCOM will consider all the material submitted to determine whether the Proposer's response complies with the RFP documents.

## Approach

Proposer's ability to meet scheduling requests, thorough and engaging response to the detailed scope of work and deliverables.

## Pricing

Costs for similar work and deliverables will be compared amongst Proposers.

## References

As part of the evaluation process, NORCOM may contact references and consider responses provided.

## Contract Award

NORCOM will award a contract to the highest scoring Proposer. Should NORCOM not reach a favorable agreement with the highest scoring Proposer, NORCOM may suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached. NORCOM may also elect to not award a contract.

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Prior to signing, NORCOM reserves the right to review and negotiate the final terms of the contract, including review by its legal counsel, and will take the contract to the Governing Board for final approval.

Contract negotiations will begin the week following the Governing Board approval of the successful firm. NORCOM intends to complete negotiations by May 31, 2023. Following the execution of the contract, a kick-off meeting with the project team will be scheduled on or about June 8, 2023.

### Public Disclosure

Once submitted to NORCOM proposals shall become the property of NORCOM, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. NORCOM will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above.

It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, NORCOM will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. NORCOM will consider a proposer's request for exemption from disclosure; however, NORCOM will make a decision predicated upon RCW 42.56

### Bid Protests

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by NORCOM. NORCOM will consider protests alleging to issues related to: (1) A matter of bias, discrimination, or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP Content contact listed above. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. NORCOM's RFP Content Contact will review any protest and respond to protestor within ten (10) business days. NORCOM may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

## VII. Appendix Section

### Appendix A- Proposer's Checklist

This checklist is being provided for convenience only and identifies the documents to submit with each proposal. Any proposals received without this information may be considered non-responsive and not be considered for award.

Note: any proposal submitted which does not adequately address all aspects required in the specifications may be rejected at the discretion of NORCOM for noncompliance.

- ☐ Completed signature proposal Executive Summary
- ☐ Completed non-collusion affidavit form
- ☐ W-9
- ☐ Certificates of Insurance
- ☐ All information in the Scope of Services section
- ☐ Any additional information as required in the RFP

Appendix B – Non-Collusion Affidavit Certificate

State of Washington)

)

County of )

The undersigned, being duly sworn, deposes and say that the person, firm, association, co-partnership, or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvement described as follows:

NORCOM

\_\_\_\_\_  
Institution Name

\_\_\_\_\_  
Authorized Signature

Sworn before me, this \_\_\_\_\_ day of, \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public  
in and for the State of Washington

## Appendix C- Current Floorplans

1. NORCOM floorplan at Bellevue
2. NORCOM Backup Center floorplan at Redmond
3. Console Furniture Layout

## Appendix D – Draft Contract Template

### CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this [Click here to enter day](#) day of [Click here to enter month](#), 2023, by and between North East King County Regional Public Safety Communications Agency (hereinafter referred to as NORCOM), and [Click here to enter text.](#), (hereinafter referred to as “CONSULTANT”).

#### I. SERVICES BY CONSULTANT

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered with the degree of skill and care exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same or similar locale and in compliance with all standards, policies, and rules reasonably established by NORCOM.
- B. Modification. NORCOM periodically may make changes to the Services that are within the general scope of the Contract, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultants compensation hereunder shall be modified accordingly

#### II. PAYMENT

- A. NORCOM will be paying the Consultant for such services a total amount of [Click here to enter amount](#).
- B. The Consultant shall maintain time and expense records, report them to NORCOM monthly and shall submit invoices to NORCOM monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to NORCOM.
- C. NORCOM shall pay all invoices from the Consultant within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of NORCOM for a period of three (3) years after final payment. Copies shall be made available to NORCOM upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the work to comply with the Contract requirements and NORCOM shall have the right to withhold payment for such work until it meets the requirements of the Contract.

#### III. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, color, creed, religion, gender, age, national origin, pregnancy, genetic information, marital status, sexual

orientation (including gender identity), or the presence of any sensory, physical, or mental disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.

- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Contract.
- C. Violation of this Section 3 shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by NORCOM, in whole or in part, and may result in ineligibility for further work for NORCOM.

#### **IV. TERM AND TERMINATION OF CONTRACT**

- A. See Attachment "A" for term details.
- B. Term. This Contract shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance of section 4.C of this Contract
- C. Rights Upon Termination. This Contract may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Contract shall be submitted to NORCOM, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.
- D. Non-Interference with Business. During the course of the Consultant's performance of the Services for NORCOM and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with NORCOM's business in any manner, including without limitation, encouraging anyone to leave NORCOM's employ or encouraging any employee or independent Consultant to sever that person's relationship with NORCOM.

#### **V. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Contract whether finished or not shall become the property of NORCOM, shall be forwarded to NORCOM at its request and may be used by NORCOM as it sees fit. NORCOM agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Contract, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

#### **VI. GENERAL, ADMINISTRATION AND MANAGEMENT**

The director of the Department, or his/her designee, shall be NORCOM's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

## **VII. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Consultant shall protect, defend, indemnify and save harmless NORCOM, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of the Consultant, its contractors, subcontractors, and/or the users of the Consultant's services and/or products, except for injuries and damages caused by the sole negligence of NORCOM. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event NORCOM obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Consultant.
- B. NORCOM shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, directly caused by the sole negligence of NORCOM. NORCOM agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Consultant obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from NORCOM.
- C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and NORCOM, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- D. The Consultant will indemnify, defend, and hold NORCOM (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Contract, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

## **VIII. INSURANCE; RISK OF LOSS**

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Attachment "B". The Consultant will cause the indemnified parties, as described in Section 7A and 7D, above, to be named as additional insureds on the policy



required under the Contract and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Consultant will provide NORCOM with certificates of insurance and other supporting materials as NORCOM reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to NORCOM's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay NORCOM the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher

## **IX. INDEPENDENT CONTRACTOR**

- A. Nature of Relationship. The Consultant shall be and act as an independent contractor (and not as the employee, agent, or representative of NORCOM) in the performance of the Services for NORCOM. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of NORCOM. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of NORCOM. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Contract in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the Services called for under the Contract, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of NORCOM, the Consultant will not be entitled to any of the benefits that NORCOM may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of NORCOM. In addition, the Consultant acknowledges that as an independent contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through NORCOM in the event of injury.
- B. Consultant Responsible for Taxes and Records. The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Contract. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Consultant's compensation will be subject to withholding by NORCOM for the payment of any social security, federal, state or any other employee payroll taxes; nor shall NORCOM be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Consultant to perform the Consultant's obligations under the Contract. NORCOM will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

## **X. FUTURE SUPPORT**

NORCOM makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Contract.

## **XI. GENERAL PROVISIONS**

- A. **Governing Law; Forum.** The Contract will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Contract, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Contract other than in the aforementioned courts.
- B. **Severability.** If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. NORCOM and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by NORCOM to enforce strict performance of any provision of the Contract will not constitute a waiver of NORCOM's right to subsequently enforce such provision or any other provision of the Contract.
- D. **No Assignment.** Neither the Contract nor any of the rights or obligations of the Consultant arising under the Contract may be assigned, without NORCOM's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **Notices.** All notices and other communications under the Contract must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this Contract.
- F. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. **Counterparts.** The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

## **XII. EXTENT OF CONTRACT/ MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto with respect to the scope of work described herein and supersedes all prior negotiations, representations, or Contracts, either written or oral with respect to such scope of work. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

## **XIII. SECURITY/BACKGROUND CHECKS**

If requested by NORCOM, the Consultant shall do all things necessary for NORCOM to fully conduct security and/or background investigations on the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Contractor under this Agreement at a time and frequency as NORCOM determines to be appropriate. Such investigations may include, but not

be limited to, a criminal background check and fingerprinting. Failure to promptly comply with the required backgrounding process, and/or having insufficient qualified staff who have passed the backgrounding process, may result in immediate termination of the Contract at NORCOM's election. Such termination will not result in any costs, fees or liability to NORCOM. In no case shall the Consultant, its employees, sub consultants, and any other individuals performing work on behalf of Consultant under this Agreement have access to facilities, records, or data files of NORCOM, or vulnerable adults or children in NORCOM programs without prior written approval from NORCOM.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and year first above written.

**CONSULTANT**

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

Consultant Name

\_\_\_\_\_

(Print Name)

Date: \_\_\_\_\_

**OWNER**

\_\_\_\_\_

NORCOM

\_\_\_\_\_

(Print Name, Title)

Date: \_\_\_\_\_

## Contract Attachment A – Scope of Services and Compensation

### 1. Services

#### 1.1 General Description:

- 1.2 Term of Contract: Consultant will begin providing services on, [Click here to enter a date.](#), or upon contract execution effective as of the last date written, whichever is later, and will complete services on [Click here to enter a date.](#) , however, Consultant shall not initiate, or otherwise begin work on any services covered by this Contract until notification to proceed is provided by NORCOM's designated personnel, as identified below.

This Contract shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance with Section 4.B. of this Contract.

- 1.3 Renewal of Contract: There is no renewal option on this contract

#### 1.4 Deliverable Items:

- 1.5 Designated Personnel: Consultant's main point of contact at NORCOM will be [Click here to enter text.](#), or such other personnel as NORCOM may designate from time to time.

### 2. Compensation

#### 2.1 Amount and Basis:

Consultant will submit an invoice NORCOM for Services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable NORCOM and will describe (a) the Services performed; (b) the number of hours expended performing the Services; and (c) any reimbursable expenses. Consultant will furnish such itemized receipts, documents and other supporting materials NORCOM reasonably may request to verify the contents of any invoice.

## Contract Attachment B- Insurance Requirements

The Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by NORCOM.

### **A. Minimum Insurance:**

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Technology Errors and Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

### **B. Self-Insured Retentions:**

Self-insured retentions must be declared to NORCOM in writing.

### **C. Other Provisions**

1. Commercial General Liability policies must be endorsed to:
  - a) include NORCOM, its officials, employees and volunteers as additional insureds,
  - b) Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by NORCOM.
2. Contractor or its Insurance Agent/Broker shall notify NORCOM of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurer's notification to that effect.

### **D. Acceptability of Insurers**

Insurance shall be placed with Insurers with an AM Best rating of A-minus or higher.

### **E. Verification of Coverage:**

Contractor shall furnish NORCOM with certificates of insurance required by this clause. The certificates are to be received and approved by NORCOM before work commences. NORCOM reserves the right to require complete, certified copies of all required insurance policies at any time.