

Specifications And Bid Documents



Stand-By Generator

And

Automatic Transfer Switch

Bids must received no later than 3:00 p.m. on Friday October 12th

Skagit 911
2911 East College Way, Suite A
Mount Vernon, WA, 98273

CALL for SEALED BIDS

STAND-BY GENERATOR and AUTOMATIC TRANSFER SWITCH

Skagit 911 is seeking bids for furnishing a stand-by generator and automatic transfer switch.

Sealed bids will be received until 3:00 p.m. Pacific Daylight Time, Friday, October 12th, 2018 at the Skagit 911 Administrative Office located at 2911 East College Way, Suite A, Mount Vernon, WA 98273, at which time all bids will be publicly opened and read aloud. Any bid received after that time will be returned unopened. Bids may not be electronically submitted.

The bid container must be clearly marked “GENERATOR AND AUTOMATIC TRANSFER SWITCH BID”. No Exceptions!

Specifications and bidding documents are on file and may be obtained at the Skagit 911 Administrative Office at the above address or electronically on the Skagit 911 website www.skagit911.us.

Prospective bidders shall examine the information contained herein and shall comply and conform strictly to the conditions and instructions set forth in this document. **There will be no pre-bid conference.** Questions regarding this proposal should be directed to Mike Voss, Skagit 911: email mvoss@co.skagit.wa.us. Inquires and replies will be sent out to all registered bidders.

In order to receive addenda, bidders should register by 3p.m. Friday, October 5th, 2018 Pacific Daylight Time. To register, email Mike Voss at the above email address with the following information:

- **Company Name**
- **Company Address**
- **Contact Person**
- **Phone Number**
- **Contact Person’s Email Address**

Skagit 911 reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of Skagit 911. Skagit 911 is not obligated in any way to award a contract under this call for bids.

Bids may be held by Skagit 911 for a period not to exceed one-hundred twenty days (120) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.

1. Instructions to Bidders

- 1.1. Each bid must be submitted on the prescribed form and all blank spaces for prices must be filled in. Prices must be filled in ink or typewritten on the provided document.
- 1.2. Bids may be withdrawn personally, by written request, or email, sent by the bidder in time for delivery in the normal course of business prior to the time fixed for opening bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of his bid after such bid has been opened.
- 1.3. Bidders must be regular manufacturers of the generator and automatic transfer switch provided for in their bid. Prospective bidders shall demonstrate previous experience in the manufacture of the generator and automatic transfer switch specified in their bid. Skagit 911 may make such investigations as it deems necessary to determine the ability of the bidder to provide the equipment specified, and the bidder shall furnish to Skagit 911 all such information and data for this purpose. Skagit 911 reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy Skagit 911 that such bidder is properly qualified to carry out the obligations of the Bid and to supply the equipment specified. Conditional bids will not be accepted.
- 1.4. Should a bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or should he be in doubt as to the meaning of the Specifications or other Bid Documents, they should immediately notify Skagit 911 who may correct, amend or clarify such documents by a written interpretation or addendum delivered to all registered bidders via email. No oral interpretations shall be made to any bidder and no oral statement of Skagit 911 shall be effective to modify any of the provisions of the Bid Documents.
- 1.5. The Bid will be awarded to the responsible bidder submitting the bid that results in the lowest net cost and best value Skagit 911 while complying with all conditions set forth in these Bid Documents. The delivery date and other factors may be considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price. Preference may be given to equipment manufactured in the USA.
- 1.6. A nonresponsive bid shall be: 1) a bid response that is missing any or all of the bid documents called for in this document, 2) a bid response that takes complete exception to the bid specifications, or 3) a bid response that does not comply with any mandatory requirement spelled out in the bid specifications.

1.7. Pursuant to Chapter 39.34 of the Revised Code of Washington, it is also the intent of this bid document to make available to other local government entities by mutual agreement with the successful bidder, the right to purchase the same equipment/product at the prices quoted for up to 12 months. Each bidder shall indicate on the bid form, in the space provided, if they will allow other Washington State political subdivisions to order off this bid for a 24 month period after the date of bid award.

1.8. Documents required to be submitted with the bid include:

- 1.8.1. Response to the bid specifications
- 1.8.2. Bid Form
- 1.8.3. Company Profile Form and References (3 references required)
- 1.8.4. Non-Collusion Affidavit
- 1.8.5. Proof of Insurance
- 1.8.6. Federal Debarment Form (Part of this project is may funded by a HLS grant).
- 1.8.7. Drawings of the proposed generator and automatic transfer switch.
- 1.8.8. A drawing of the foundation required for the generator.
- 1.8.9. Bid Authorization Form
- 1.8.10. Notation of any exceptions taken to the Skagit 911 bid specifications and/or Standard Purchasing Contract

1.9. NOTE

- 1.9.1. It is anticipated that Skagit 911 may be ordering up to three (3) generators and transfer switches off of this bid. One generator and transfer switch to be ordered immediately after bid award. This unit must be received before the end of the year. One generator and transfer switch to be ordered in December of this year for delivery 1st quarter of 2019. One generator and transfer switch to be ordered in 2019 through a FEMA grant project.

2 General Requirements - Generator		Bidder Complies		
		Yes	No	Exception
2.1	It is the intent of this specification to secure 1 engine-driven generator set that have been prototype tested, factory built, production-tested, and site-tested together with all accessories necessary for a complete installation as specified herein.			
2.2	The power system shall be furnished by a single manufacturer who shall be responsible for the design, coordination, and testing of the complete system.			
2.3	The equipment shall be produced by a manufacturer who has produced this type of equipment for a period of at least 10 years and who maintains a service organization available 24/7/365.			
2.4	The equipment shall be produced by a manufacturer who is ISO 9001 certified for the design, development, production and service of its complete product line.			
2.5	The generator sets will be a commercial design and will be complete with all of the necessary accessories for complete installation as specified herein			
2.6	The equipment supplied shall meet the requirements of the National Electrical Code and applicable state, local codes and regulations.			
2.7	All equipment shall be new and of current production by a national firm that manufactures the generator sets and controls, transfer switches, and switchgear, and assembles the generator sets as a complete and coordinated system.			
2.8	There will be one-source responsibility for warranty, parts, and service through a local representative with factory-trained service technicians			
2.9	The bid response shall include prototype test certification and specification sheets showing all standard and optional accessories to be supplied.			
2.10	The bid response shall include schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required interconnection between the generator set, the transfer switch, and monitoring equipment specified herein.			

3 Codes and Standards - Generator				
3.1	The generator set shall be listed to UL 2200.			
3.2	The generator set shall be IBC Certified meeting the required maximum seismic design acceleration level per the current version of the International Building Code adopted by the State of Washington.			

3.3	A Certificate of Compliance, and include a seismic label on the generator set (per section 1702 of the IBC Code.) Seismic- certified generators shall be installed per the specific seismic instructions provided by the manufacturer.			
3.4	The generator set shall conform to the requirements of the following codes and standards:			
	CSA C22.2, No. 14-M91 Industrial Control Equipment.			
	EN50082-2, Electromagnetic Compatibility-Generic Immunity Requirements, Part 2: Industrial.			
	EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.			
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	IEC8528 part 4, Control Systems for Generator Sets.			
	IEC Std 61000-2 and 61000-3 for susceptibility, 61000-6 radiated and conducted electromagnetic emissions.			
	IEEE446 Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.			
	NFPA 70, National Electrical Code, Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.			
	NFPA 99, Essential Electrical Systems for Health Care Facilities.			
	NFPA 110, Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit. Component level type tests will not substitute for this requirement.			

4	Testing - Generator			
4.1	The generator set shall be subjected to final production tests consisting of at least			
	Single-step load pickup			
	Safety shutdown device testing			
	Rated Power @ .8 PF			
	Maximum power			
	Test results shall be provided to Skagit 911.			

4.2	The generator set shall be thoroughly site tested by a manufacturer's authorized representative prior to acceptance by Skagit 911. Site testing shall include:			
	An installation check, startup, and 1 hour load bank test.			
	Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations current and expected environmental conditions.			
	Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. Example: block heaters, battery chargers, alternator strip heaters, and monitoring systems.			
	Generator set startup under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during operation, normal and emergency line-to-line voltage and frequency, and phase rotation.			
	Automatic start by means of a simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator set voltage, amperes, and frequency shall be monitored throughout the test.			
	All site tests shall be witnessed by a representative of Skagit 911.			

5	Generator Specifications			
5.1	The generator set shall be shall provide 40kW/40.0 kVA when operating at 120/240 (1ph) volts, 60 Hz, .8 power factor. The generator set shall be capable of a Standby 130°C rating while operating in an ambient condition of less than or equal to 104° F. Site 1 elevation 1250' AMSL.			
5.2	Motor starting performance and voltage dip determinations shall be based on the complete generator set. The generator set shall be capable of supplying 102 LRKVA for starting motor loads with a maximum instantaneous voltage dip of 20%, as measured by a digital RMS transient recorder in accordance with IEEE standard 115.			
5.3	Motor starting performance and voltage dip determination that does not account for all components affecting total voltage dip i.e. engine, alternator, voltage regulator and governor will not be acceptable.			
5.4	As such, the generator set shall have been prototype tested as part of the design process in order to optimize and determine performance as a generator set system.			
5.5	Vibration isolators shall be provided between the engine-alternator and heavy-duty steel base.			

6	Generator Engine		
6.1	The minimum 3.8 liter displacement engine shall deliver a minimum of 67 HP at a governed engine speed of 1800 rpm, and shall be equipped with the following:		
	Mechanical governor capable of 0.5% steady-state frequency regulation.		
	12-volt positive-engagement solenoid shift-starting motor.		
	90-ampere automatic battery charging alternator with a solid-state voltage regulation.		
	Positive displacement, full-pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain.		
	Dry-type replaceable air cleaner elements for normal applications.		
	Engine-driven or electric fuel-transfer pump including fuel filter and electric solenoid fuel shutoff valve capable of lifting fuel 6 feet.		
	The turbocharged engine shall be fueled by diesel. The generator must accept rated load in 1 step.		
	The engine shall have a minimum of 4 cylinders and be liquid-cooled by Unit Mounted Radiator rated for ambient temperature of 122°F/50°C.		
	The engine shall be at least EPA Tier 3 certified from the factory. EPA certificate must be included in the bid response.		

7	Alternator		
7.1	The alternator shall be salient-pole, brushless, 2/3-pitch, 4 lead, self-ventilated with drip-proof construction and amortisseur rotor windings and skewed for smooth voltage waveform.		
7.2	The ratings shall meet the NEMA standard (MG1-32.40) temperature rise limits. The insulation shall be class H per UL1446 and the varnish shall be a fungus resistant epoxy.		
7.3	Temperature rise of the rotor and stator shall be limited to Standby 130°C.		
7.4	The excitation system shall be of brushless construction controlled by a solid- state voltage regulator capable of maintaining voltage within \pm .25% at any constant load from 0% to 100% of rating.		
7.5	The AVR shall be capable of proper operation under severe nonlinear loads and provide individual adjustments for voltage range, stability and volts-per-hertz operations. The AVR shall be protected from the environment by conformal coating.		

7.6	The waveform harmonic distortion shall not exceed 5% total RMS measured line-to-line at full rated load. The TIF factor shall not exceed 50.			
7.7	The alternator shall have a single maintenance-free bearing, designed for 40000 hour B10 life. The alternator shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.			
7.8	The generator shall be inherently capable of sustaining at least 250% of rated current for at least 10 seconds under a symmetrical short circuit without the addition of separate current-support devices.			

8	Controller - Generator			
	General			
8.1	The generator set controller shall meet NFPA 110 Level 1 requirements and shall include an integral alarm horn as required by NFPA.			
8.2	The controller shall meet NFPA 99 and NEC requirements.			
8.3	The controller shall be UL 508 listed.			
8.4	The controller shall be standard on the generator set provided. NO EXCEPTIONS			
8.5	The controller shall support 12-volt starting systems.			
8.6	The controller's environmental specification shall be: -40°C to 70°C operating temperature range and 5-95% humidity, non-condensing.			
8.7	The controller shall mount on the generator or remotely within 40 feet with viewable access.			
	Hardware			
8.8	The controller shall have a run-off/reset-auto three-position selector switch.			
8.9	There shall be a controller-mounted, latch-type emergency stop pushbutton.			
8.10	The controller shall have Five indicating lights: System Ready – Green, Not in Auto - Yellow Programming Mode - Yellow System Warning - Yellow System Shutdown – Red.			
8.11	The controller shall have a Display with two lines of 20-alphanumeric characters, viewable in all light conditions.			
8.12	The controller shall have a sixteen position snap action sealed keypad for menu selection and data entry.			
8.13	For ease of use, an operating guide shall be printed on the controller faceplate.			
8.14	The controller shall have an audible alarm with alarm silence capability.			
8.15	Panel lights shall be supplied as standard.			

Controller Functional Requirements			
8.16	The controller shall be field-programmable time delay for engine start. Adjustment range 0-5 minutes in 1 second increments.		
8.17	The controller shall have a field-programmable time delay engine cool down. Adjustment range 0-10 minutes in 1 second increments.		
8.18	The controller shall have the capability to start and run at user-adjustable idle speed during warm-up for a selectable time period (0-10 minutes), until engine reaches preprogrammed temperature, or as supported by the ECM-equipped engine.		
8.19	The controller shall have an idle function including engine cool down at idle speed.		
8.20	The controller shall have a Real-time clock and calendar for time stamping of events.		
8.21	The controller shall have an output with adjustable timer for a starting aid system. Adjustment range, 0-10 seconds.		
8.22	The controller shall have an output for shedding of loads if the generator set reaches a user programmable percentage of its kW rating. Load shed shall also be enabled if the generator set output frequency falls below 59 Hz.		
8.23	The controller shall have programmable cyclic cranking that allows up to six crank cycles and up to 35 seconds of crank time per crank cycle.		
8.24	The controller shall have the capability to reduce controller current battery draw, for applications where no continuous battery charging is available. The controller vacuum fluorescent display should turn off automatically after the controller is inactive for 5 minutes.		
8.25	The controller shall have control logic with alternator protection for overload and short circuit matched to each individual alternator and duty cycle.		
8.26	The controller shall control logic with RMS digital voltage regulation. A separate voltage regulator is not acceptable. The digital voltage regulator shall be applicable to single- or three-phase systems.		
8.27	The controller shall have the capability to exercise the generator set by programming a running time into the controller. This feature shall also be programmable through the PC software.		
8.28	The controller functions shall include output voltage adjustment.		
8.29	The controller shall have a battle switch function selection to override normal fault shutdowns, except emergency stop and overspeed shutdown.		
8.30	The controller shall detect the following conditions and display on control panel:		
	Customer programmed digital auxiliary ON (any of the 21 inputs available).		
	Customer programmed analog auxiliary input out of bounds (any of 7 inputs for ECM equipped engines and 5 inputs for non ECM engines).		

Emergency stop			
High coolant temperature			
High oil temperature			
Controller internal fault			
Locked rotor - fail to rotate			
Low coolant level			
Low coolant level			
Low oil pressure			
Master switch error			
NFPA common alarm			
Overcrank			
Overspeed with user-adjustable level, range 60-70 Hz.			
Overvoltage with user adjustable level, range 105% to 135%			
Overfrequency with user adjustable level, range 102% to 140%			
Underfrequency with user adjustable level, range 80% to 90%			
Undervoltage with user adjustable level, range 70% to 95%			
Coolant temperature signal loss			
Oil pressure gauge signal loss			
8.31 The controller will detect the following conditions resulting in generator warning (generator will continue to operate) or shutdown:			
Battery charger failure			
Customer programmed digital auxiliary input on (any of the 21 inputs available)			
Power system supplying load			
Ground fault detected - detection by others			
High battery voltage - Level shall be user adjustable.			
High coolant temperature			
Load shed			
Loss of AC sensing			
Underfrequency			
Low battery voltage - level shall be user adjustable,			
Low coolant temperature			

	Low fuel level or pressure			
	Low oil pressure			
	NFPA 110 common alarms			
	Overcurrent			
	Speed sensor fault			
	Weak battery			
	Alternator protection activated			
	Controller Monitoring Requirements			
8.32	All monitored functions must be viewable on the control panel display			
8.33	The following generator set functions shall be monitored			
	All output voltages - single phase, three phase, line to line, and line to neutral, 0.25% accuracy			
	All single phase and three phase currents, 0.25% accuracy			
	Output frequency, 0.5% accuracy			
	Power factor by phase with leading/lagging indication			
	Total instantaneous kilowatt loading and kilowatts per phase, 0.5% accuracy			
	kVARS total and per phase, 0.5% accuracy			
	kVA total and per phase, 0.5% accuracy			
	kW hours			
	A display of percent generator set duty level (actual kW loading divided by the kW rating)			
8.34	The following engine parameters shall be monitored			
	Coolant temperature both in English and metric units			
	Oil pressure in English and metric units			
	Battery voltage			
	RPM			
	Lube oil temperature			
	Lube oil level			
	Crankcase pressure			
	Coolant level			
	Coolant pressure			

	Fuel pressure			
	Fuel temperature			
	Fuel rate			
	Fuel used during the last run			
	Ambient temperature			
8.35	Operational records shall be stored in the control beginning at system startup shall include the following			
	Run time hours			
	Run time loaded hours			
	Run time unloaded hours			
	Number of starts			
	Factory test date			
	Last run data including date, duration, and whether loaded or unloaded			
	Run time kilowatt hours			
8.36	The following operational records shall be a resettable for maintenance purposes unless otherwise regulated by EPA rules:			
	Run time hours			
	Run time loaded hours			
	Run time unloaded hours			
	Number of starts			
	Run time kilowatt hours			
	Days of operation			
	Start date after reset			
8.37	The controller shall store the last one hundred generator set system events with date and time of the event.			
8.38	For maintenance and service purposes, the controller shall store and display on demand the following information:			
	Manufacturer's model and serial number			
	Battery voltage			
	Generator set kilowatt rating			
	Rated current			
	System voltage			
	System frequency			
	Number of phases			

Controller Inputs and Outputs			
8.39	Inputs		
	There shall be 21 dry contact inputs that can be user-configured to shut down the generator set or provide a warning.		
	There shall be 7 user-programmable analog inputs for monitoring and control.		
	Each analog input can accept 0-5 volt analog signals		
	Resolution shall be 1:10,000		
	Each input shall include range settings for 2 warnings and 2 shutdowns.		
	All values shall be on the control panel display		
	Input for an external ground fault detector. Digital display shall show "ground fault" upon detection of a ground fault.		
	Reset of system faults.		
	Remote two-wire start.		
	Remote emergency stop		
	Idle mode enable		
	Inputs Shall be user-assigned		
8.40	Outputs		
	All NFPA 110 Level 1 outputs shall be available.		
	All outputs shall be user-configurable from a list of 25 functions and faults.		
	These outputs shall drive optional dry contacts		
	A programmable user-defined common fault output with over 40 selections shall be available		
Communications			
8.41	The controller shall communicate with the ECM for control, monitoring, diagnosis, and meet SAE J1939 standards.		
8.42	Industry standard Modbus communication shall be available. Proprietary Communications protocols are acceptable.		
8.43	The controller shall have the capability to communicate with a personal computer (IBM or compatible) running Windows 7 Professional 64bit operating system.		
8.44	Communications shall be available for USB and Ethernet networks.		
8.45	Connections shall include a single controller connection to a PC via USB and multiple controllers on a intranet network connected to a PC.		

8.46	Generator and transfer switch controls shall be equipped with communications modules capable of connecting to the same communication network.			
8.47	The communications system shall have the capability to connect up to 128 controllers (any combination of generator sets and transfer switches) on a single network			
8.48	Cabling shall not be limited to the controller location.			
8.49	Network shall be self-powered			

9	Accessories - Generator			
9.1	Air Restriction Indicator. The air cleaner restriction indicator shall indicate the need for maintenance of the air cleaners.			
9.2	Battery Charger. Charger shall be mounted inside the generator. A 10-ampere automatic float to equalize battery charger with the following features:			
	12 VDC output			
	Voltage regulation of .25% from no to full load over 10% AC input line voltage variations			
	Ammeter and voltmeter with 5% full-scale accuracy			
	LED lamp for power indication			
	Current limited during engine cranking, short circuit, and reverse polarity conditions			
	Temperature compensated for ambient temperatures for -40°C to 60°C			
	UL Listed – No Exceptions			
9.3	Battery Rack and Cables. Battery rack and battery cables capable of holding the manufacturer's recommended batteries shall be supplied.			
9.4	Critical Silencer. The engine exhaust silencer shall be temperature and rust resistant, and rated for critical applications. The silencer will reduce total engine exhaust noise by 25-35 db.			
9.5	Circuit Breakers. The generator shall come with a primary, factory installed, 80% rated line circuit breaker of 200 amperes that is UL2200 listed. Line circuit breakers shall be sized for the rated ampacity of the genset. Load side lugs shall be provided from the factory. The line circuit breaker shall include auxiliary contacts, shunt trip or under voltage trip, alarm switch, and overcurrent switch functionality. Load side breaker connections made at the factory shall be separated from field connections. When GFI breakers are required, additional neutrals shall be factory installed. A Load Bank test circuit breaker shall be provided.			

9.6	Failure Relay. The common failure relay shall remotely signal auxiliary faults, emergency stop, high engine temperature, low oil pressure, overcrank, and overspeed via one single-pole, double-throw relay with 10 amps at 120 VAC contacts. The relay contacts shall be gold flashed to allow use of low current draw devices (100ma @ 28VDC min.).Once energized the relay shall remain latched until the system is reset by the main controller switch.			
9.7	Rodent Guards. Generator rodent guards shall prevent intrusion and protect internal components.			
9.8	Run Relay. The run relay shall provide a three-pole, double-throw relay with 10-amp/ 250 VAC contacts to indicate that the generator is running. The relay provides three sets of dry contacts for energizing or de-energizing customer devices while the generator is running (e.g. louvers, indicator lamps, etc.)			
9.9	Standard Air Cleaner. The air cleaner shall provide engine air filtration which meets the engine manufacturer's specifications under typical operating conditions.			
9.10	Block Heater. The block heater shall be thermostatically controlled and sized to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA 99 and NFPA 110, Level 1.			
9.11	Monitor Software – Generator and Automatic Transfer Switch -A single software package with the following capabilities is required:			
	Monitor and control any combination of transfer switches and generator controls.			
	Support up to 247 devices at a single site.			
	Support communications over phone lines. The software shall allow communications with up to 247 sites (phone numbers) including phone number fields large enough for International communication.			
	Support communications on a standard Ethernet network.			
	Password-protected data access to individual devices.			
	Expandable to up to 247 devices without changing to a different software package.			
	All displays, data inquires, and program functions allowed on the controllers, both generator set and ATS, shall also be available through the software.			
	The software must be menu driven with separate menus for transfer switches and for generator set functions.			
	It shall be possible to reset shutdown faults, and restart the generator set using the software.			

10	Double Wall Secondary Containment Sub Base Fuel Tank		
10.1	A sub-base fuel tank used in conjunction with the diesel powered generator set proposed by the bidder will contain a State Approved Tank that holds a minimum of 253 gallons of fuel to support the generator set for a period of 72 hours at 100% of rated load and 96 hours at 75% of rated load.		
10.2	The sub base fuel system is listed under UL 142, subsection entitled Special Purpose Tanks EFVT category, and will bear their mark of UL Approval according to their particular classification.		
10.3	The above ground steel secondary containment rectangular tank for use as a sub base for diesel generators is manufactured and intended to be installed in accordance with the Flammable and Combustible Liquids Code—NFPA 30, the Standard for Installation and Use of Stationary Combustible Engine and Gas Turbines—NFPA 37, and Emergency and Standby Power Systems—NFPA 110.		
10.4	Primary Tank. It will be rectangular in shape and constructed in clam shell fashion to ensure maximum structural integrity and allow the use of a full throat fillet weld.		
10.5	Steel Channel Support System. Reinforced steel box channel for generator support, with a load rating of 5,000lbs per generator mounting hole location. Full height gussets at either end of channel and at generator mounting holes shall be utilized.		
10.6	Exterior Finish. The exterior coating has been tested to withstand continuous salt spray testing at 100 percent exposure for 244 hours to a 5 percent salt solution at 92-97° F. The coating has been subjected to full exposure humidity testing to 100 percent humidity at 100° F for 24 hours. Tests are to be conducted in accordance with The American Standard Testing Methods Society.		
10.7	Venting. Normal venting shall be sized in accordance with the American Petroleum Institute Standard No 2000, Venting Atmospheric and Low Pressure Storage Tanks not less than 1-1/4" (3 cm.) nominal inside diameter.		
10.8	Emergency Venting. The emergency vent opening shall be sized to accommodate the total capacity of both normal and emergency venting and shall be not less than that derived from NFPA 30, table 2-8, and based on the wetted surface area of the tank. The wetted area of the tank shall be calculated on the basis of 100 percent of the primary tank. The vent is spring-pressure operated: opening pressure is 0.5/psig and full opening pressure is 2.5 psig. The emergency relief vent is sized to accommodate the total venting capacity of both normal and emergency vents.		
10.9	Fuel Fill. Exterior mounted, lockable, 5 gallon containment with a 2" fill opening.		
10.10	Fuel Level. A direct reading, UL listed, magnetic fuel level gauge with a hermetically sealed vacuum tested dial shall be provided to eliminate fogging.		

10.11	Low Fuel Level Switch. Consists of a 30 watt float switch for remote or local annunciation of a (50% standard) low fuel level condition.			
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11 Sound Enclosure - Generator				
11.1	The enclosure shall be constructed from high strength, low alloy steel, aluminum or galvanized steel.			
11.2	The enclosure shall be finish coated with powder baked paint for superior finish, durability and appearance. Enclosures will be finished in the manufacturer's standard color.			
11.3	The enclosure shall allow the generator set to operate at full load in an ambient of 40°C - 45°C with no additional derating of the electrical output.			
11.4	The enclosure shall be equipped with sufficient side and end doors to allow access for operation, inspection, and service of the unit and all options. Access to for service and inspection shall not be through bolt on panels. Access to the controller and main line circuit breaker must meet the requirements of the National Electric Code.			
11.5	Doors must be hinged with stainless steel hinges and hardware and be removable.			
11.6	Doors shall be equipped with lockable latches. Locks must be keyed alike.			
11.7	A duct between the radiator and air outlet shall be provided to prevent re-circulation of hot air.			
11.8	The complete exhaust system shall be internal to the enclosure.			
11.9	All acoustical insulation shall be fixed to the mounting surface with pressure sensitive adhesive or mechanically fastened. In addition, all acoustical insulation mounted on a horizontal plane shall be mechanically fastened. The acoustical insulation shall be flame retardant.			
11.10	The enclosure shall include an exhaust scoop to direct the cooling air in a vertical direction.			

12 General requirements – Automatic Transfer Switch				
12.1	The automatic transfer switch shall be a 2 Pole, 200 Amps, 240 Volt-60Hz, and single phase			
12.2	Each automatic transfer shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation.			
12.3	The transfer switch, controller, and generator set shall be the products of the same manufacturer.			

13 Codes and Standards - Automatic Transfer Switch			
13.1	The automatic transfer switches and controls shall conform to the requirements of:		
	UL 1008 - Standard for Transfer Switch Equipment		
	IEC 947-6-1 Low-voltage Switchgear and Control gear; Multifunction equipment; Automatic Transfer Switching Equipment		
	NFPA 70 - National Electrical Code		
	NFPA 99 - Essential Electrical Systems for Health Care Facilities		
	NFPA 110 - Emergency and Standby Power Systems		
	IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications		
	NEMA Standard ICS10-1993 (formerly ICS2-447) - AC Automatic Transfer Switches		
	UL 508 Industrial Control Equipment		
	CSA C22.2 No. 178 certification		

14 Specifications - Automatic Transfer Switch			
14.1	The transfer switch shall be electrically operated and mechanically held with double throw construction, and operated by a momentarily energized solenoid-driven mechanism. Main operators shall include overcurrent disconnect devices; linear motors or gears shall not be acceptable.		
14.2	The switch shall be positively locked and unaffected by momentary outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.		
14.3	All main contacts shall be silver composition.		
14.4	Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. All contacts shall be replaceable without removing power conductors and/or bus bars.		
14.5	Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources, are not acceptable.		
14.6	Where neutral conductors are to be solidly connected a neutral conductor plate with fully rated AL-CU pressure connectors shall be provided.		

15 Enclosure – Automatic transfer Switch			
15.1 ATS will be housed inside the communications shelter (NEMA 1 Cabinet)			
15.2 All door mounted switches and long life super bright type indicating LEDs shall be integrated into a flush-mounted, interface membrane or equivalent in the enclosure door for easy viewing & replacement. The panel shall be capable of having a manual locking feature to allow the user to lockout all membrane mounted control switches to prevent unauthorized tampering. This cover shall be mounted with hinges and have a latch that may be padlocked.			

16 Controller Display and Keypad – Automatic Transfer Switch			
16.1 A four line, 20 character LCD display and dynamic 4 button keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the communications interface port.			
16.2 The following parameters shall only be adjustable via a password protected programming on the controller (dip switches shall not be acceptable):			
Nominal line voltage and frequency			
Single or three phase sensing			
Operating parameter protection			
Transfer operating mode configuration – not adjustable – open transition only).			
16.3 All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.			

17 Voltage and Frequency Sensing – Automatic Transfer Switch																					
17.1 Voltage and frequency on both the normal and emergency sources shall be continuously monitored, with the following pickup, dropout, and trip setting capabilities (values shown as % of nominal unless otherwise specified):																					
<table border="1"> <thead> <tr> <th><u>Parameter</u></th> <th><u>Dropout/Trip</u></th> <th><u>Pickup/Reset</u></th> </tr> </thead> <tbody> <tr> <td>Under voltage</td> <td>75 to 98%</td> <td>85 to 100%</td> </tr> <tr> <td>Over voltage</td> <td>106 to 115%</td> <td>95 to 100% of trip</td> </tr> <tr> <td>Under frequency</td> <td>95 to 99%</td> <td>95 to 99%</td> </tr> <tr> <td>Over frequency</td> <td>101 to 115%</td> <td>105 to 120%</td> </tr> <tr> <td>Voltage unbalance</td> <td>5 to 20%</td> <td>3% to 18%</td> </tr> </tbody> </table>	<u>Parameter</u>	<u>Dropout/Trip</u>	<u>Pickup/Reset</u>	Under voltage	75 to 98%	85 to 100%	Over voltage	106 to 115%	95 to 100% of trip	Under frequency	95 to 99%	95 to 99%	Over frequency	101 to 115%	105 to 120%	Voltage unbalance	5 to 20%	3% to 18%			
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Under frequency	95 to 99%	95 to 99%																			
Over frequency	101 to 115%	105 to 120%																			
Voltage unbalance	5 to 20%	3% to 18%																			

17.2	Repetitive accuracy of all settings shall be within $\pm 0.5\%$ over an operating temperature range of -20°C to 70°C .			
17.3	An adjustable dropout time for transient voltage and frequency excursions shall be provided. The time delays shall be 0.1 to 9.9 seconds for voltage and .1 to 15 seconds for frequency.			
17.4	Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via the communications interface port.			
17.5	Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency.			

18 Time Delays – Automatic Transfer Switch				
18.1	An adjustable time delay of 0 to 10 seconds shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Capability shall be provided to extend this time delay to 60 minutes by providing an external 12 or 24 VDC power supply.			
18.2	A time delay shall be provided on transfer to the emergency source, adjustable from 0 to 60 minutes, for controlled timing of transfer of loads to emergency.			
18.3	A time delay shall be provided on re-transfer to normal. The time delays shall be adjustable from 0 to 60 minutes. Time delay shall be automatically bypassed if the emergency source fails and the normal source is acceptable.			
18.4	A time delay shall be provided on shut down of engine generator for cool down, adjustable from 0 to 60 minutes.			
18.5	A time delay activated output signal shall also be provided to drive external relay(s) for selective load disconnect control. The controller shall be capable of controlling a maximum of 9 individual output time delays to step loads on after a transfer occurs. Each output may be individually programmed for their own time delay of up to 60 minutes. Each sequence shall be independently programmed for transferring from normal to emergency and transferring from emergency to normal.			
18.6	The controller shall also include the following built-in time delays for the following operations:			
	0 to 60 minute time delay on failure to acquire the acceptable electrical parameters from the emergency source			
	0 to 60 minute time delay for a failure to synchronize on an in-phase operation.			
	60 minute time delay for the load disconnect position if delayed transition operation is supplied.			
18.7	All time delays shall be adjustable in 1 second increments.			

18.8	All time delays shall be adjustable by using the display and keypad or with a remote device connected to the communications interface port through a security-password system.			
18.9	All time delays shall be adjustable by using the display and keypad or with a remote device connected to the communications interface port through a security-password system.			
18.10	Each time delay shall be identified and a dynamic countdown shall be shown on the display.			

19 Additional Features – Automatic Transfer Switch Controller				
19.1	The controller shall have 3 levels of security. Level 1 shall allow monitoring of settings and parameters only. The Level 1 maybe provided via the use of a lockable keypad cover or password protected keypad. Level 2 shall allow test functions to be performed and Level 3 shall allow setting of all parameters.			
19.2	Membrane-type switches shall be provided for the test functions and be maintained until the end test function is activated. The test function shall be allowed through password security. It shall be possible to defeat the password requirement by way of a circuit board mounted dip switch setting. The test function shall be load, no load or auto test. The auto test function shall request an elapsed time for test. At the completion of this time delay the test shall be automatically ended and a retransfer sequence shall commence. All loaded tests shall be immediately ended and retransfer shall occur if the emergency source fails and the normal source is acceptable.			
19.3	A SPDT contact, rated 5 amps at 30 VDC, shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.			
19.4	Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of two contacts, closed when the ATS is connected to the normal source and two contacts closed, when the ATS is connected to the emergency source.			
19.5	LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).			
19.6	LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal (green) and emergency sources (red), as determined by the voltage, frequency and phase rotation sensing trip and reset settings for each source.			
19.7	A membrane switch shall be provided on the membrane panel to test all indicating lights and display when pressed.			
19.8	Provide the ability to select "commit/no commit to transfer" to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.			

19.9	Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for remote contacts which closes to inhibit transfer to emergency and/or retransfer to normal. Both of these inhibit signals can be activated through the keypad or the communications interface port. A "not-in-auto" LED shall indicate anytime the controller is inhibiting transfer from occurring.			
19.10	An in-phase monitor shall be a standard feature in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The in-phase monitor shall be specifically designed for and be the product of the ATS manufacturer. The in-phase monitor shall be capable of being enabled or disabled for the user interface.			
19.11	Engine Exerciser - The controller shall provide an internal engine exerciser. The engine exerciser shall allow the user to program up to 21 different exercise routines based on a calendar mode. For each routine, the user shall be able to:			
	Enable or disable the routine.			
	Enable or disable transfer of the load during routine.			
	Set the start time, time of day, day of week, week of month (1st, 2nd, 3rd, 4th, alternate or every).			
	Set the duration of the run.			
	At the end of the specified loaded exercise duration the switch shall transfer the load back to normal and run the generator for the specified cool down period. All loaded exercises shall be immediately ended and retransfer shall occur if the standby source fails. The next exercise period shall be displayed on the main screen with the type of exercise, time and date. The type of exercise and the time remaining shall be display when the exercise is active. It shall be possible of ending the exercise event with a single button push.			
19.12	Date and time - The date shall automatically adjust for leap year and the time shall have the capability of automatically adjusting for daylight saving and standard times.			
19.13	System Status - The controller shall have a default display that shows the following:			
	System status			
	Date, time and type of the next exercise event			
	Average voltage of the preferred and standby sources			
19.14	Scrolling through the displays shall display the following:			
	Line to line and line to neutral voltages for both sources			
	Frequency of each source			

	Load current for each phase			
	Single or three phase operation			
	Type of transition			
	Preferred source			
	Commit or no commit modes of operation			
	Source/source mode (Utility/Gen; Gen/Gen; Utility/Utility)			
	In phase monitor enable/disable			
	Phase rotation			
	Date and Time			
19.15	Controllers that require multiple screens to determine system status or display "coded" system status messages, which must be explained by references in the operator's manual, are not acceptable – No Exceptions.			
19.16	Self Diagnostics - The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed.			
19.17	Communications Interface - The controller shall be capable of interfacing, through a standard communications with a network of transfer switches and generators. It shall be able to be connected via Ethernet connectivity (over standard 10baseT Ethernet networks utilizing a RJ-45 port or remotely utilizing a dial-up modem). This module shall allow for seamless integration of existing or new communication transfer devices and generators. Monitoring software shall allow for the viewing, control and setup of parameters of the genset and transfer switch network through a standard personal computer utilizing current Microsoft operating systems. Separate and specific transfer switch software interfaces shall not be acceptable – No Exceptions.			
19.18	The transfer switch shall also be able to interface to 3rd party applications using Modbus RTU and Modbus TCP/IP open standard protocols utilizing Modbus register maps.			
19.19	The controller shall contain a USB port for downloading the controller's parameters and settings; exercise event schedules; maintenance records and event history. The file designator shall be the unique serial number of the transfer switch.			
19.20	Data Logging - The controller shall have the ability to log data and to maintain the last 2000 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory. The controller shall be able to display up to the last 99 events. The remaining events shall be downloadable to be displayed on a computer.			
19.21	Event Logging - Data, date and time indication of any event			

19.22	Statistical Data - *The statistical data shall be held in two registers. One register shall contain data since start up and the second register shall contain data from the last maintenance reset.			
	Total number of transfers.*			
	Total number of fail to transfers.*			
	Total number of transfers due to preferred source failure.*			
	Total number of minutes of operation.*			
	Total number of minutes in the standby source.*			
	Total number of minutes not in the preferred source*			
	Normal to emergency transfer time			
	Emergency to normal transfer time			
	System start date			
	Last maintenance date			
19.2	External DC Power Supply - An optional provision shall be available to connect up to two external 12/24 VDC power supplies to allow the LCD and the door mounted control indicators to remain functional when both power sources are dead for extended periods of time. This module shall contain reverse battery connection indication and circuit protection.			

20 Tests and Certification – Automatic Transfer Switch				
20.1	The manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.			

21 Suppression, Transient Voltage Surge (TVSS)				
21.1	A TVSS shall be provided inside the transfer switch for protection of the normal source supply.			
21.2	The TVSS shall be provided with a 30A circuit breaker disconnect to allow for replacement of the device without disconnecting the normal source supply.			
21.3	A 90dB audible alarm shall be provided as standard.			
21.4	A terminal block for remote contacts shall be provided for a Form C contact, rated at 3A, 120VAC, 60W DC. The TVSS shall provide L-L, L-N, L-G, and N-G lines shall be protected. LED status indicators shall be available on the face of the device to indicate operational state.			

21.5 The TVSS device shall be listed to UL 1449, Edition 3.			
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22 Warranties and Maintenance			
22.1	The generator set and Automatic transfer Switch shall include a standard one year warranty to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from date of startup. Optional warranty information will be discussed during the contract negotiations phase.		
22.2	The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization. This organization shall regularly engage in maintenance contract programs to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions; adjustment to the generator set, transfer switch, and switchgear controls as required, and certification in the owner's maintenance log of repairs made and function tests performed on all systems.		

23 Manufacturer Certification			
23.1	The manufacturer of the Generator Set and Automatic Transfer Switch shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, and installation and servicing in accordance with ISO 9001.		

24. Bid Documents			
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Bidder's Checklist

- Response to each item in the bid specifications
- Bid Form
- Company Profile and References
- Non-Collusion Affidavit
- Proof of Insurance
- Federal Debarment Form (Part of this project may be funded by a HLS grant).
- Bid Authorization Form
- Drawings of the proposed Generator and Automatic Transfer Switch.
- A drawing of the foundation required for the generator.
- Notation of any exceptions taken to the Skagit 911 bid specifications and/or Standard Purchasing Contract

Bid Form

Shelter	Amount
Cost of Generator in USD	
Cost of Automatic Transfer Switch in USD	
Cost of Delivery to Mount Vernon, WA	
Washington State Sales Tax (8.7%)	
Total:	

Delivery	Days
Estimated Number of Days to Deliver	

	Terms
Payment Terms	

Addenda Acknowledgement	Date

Interlocal Purchasing per RCW 39.34	Yes/No
Will you allow other government agencies to purchase off of this bid? (See Section 1.7)	

Additional Units	Yes/No
Will you guarantee this price for 12 months for Skagit 911?	

Company Information	Information
Legal Name of Vendor	
TIN:	
Address	
City, State, Zip	
Phone and Fax	
Name of Preparer and Title	
Signature of Preparer	
Date	

Company Profile and References

Nearest Office Location?	
How Many Years in Business?	
How many Shelters of this type have you Manufactured?	
If the shelter needs repair do you offer onsite service?	
Annual Sales?	
Is there any Pending Litigation against your Company?	
Ownership Structure (Corporation, LLC, Sole Proprietor, etc)	
Will you have any Problems getting Washington State Labor and Industries Certification for this Shelter?	
Reference 1	
Company	
Contact	
Telephone Number	
Type of Shelter Supplied and Date Delivered	
Reference 2	
Company	
Contact	
Telephone Number	
Type of Shelter Supplied and Date Delivered	
Reference 3	
Company	
Contact	
Telephone Number	
Type of Shelter Supplied and Date Delivered	

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON))
COUNTY OF SKAGIT))

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

Signature of Vendor/Contractor

Subscribed and sworn to before me this ____ day of _____, 20 13.

Notary Public in and for the State of Washington.

Residing at _____

My Comm. Exp.: _____

PROOF OF INSURANCE

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

- 1) Commercial General Liability Insurance Certificate Holder – Skagit 911
The Certificate must name the Skagit 911 as additional insured: Skagit 911, the Emergency Management Council, officers and employees are named as additional insured.

Thirty (30) days written notice must be provided to Skagit 911 of cancellation of the insurance policy.

- 2) Professional Liability Certificate Holder – Skagit 911
Thirty (30) days written notice must be provided to Skagit 911 of cancellation of the insurance policy.

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

- 3) Insurance is waived

Date

Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement
this ____ day of _____, _____.

Bid Authorization

As the _____ of the company, I certify that I am
empowered to act on behalf of _____ in signing proposals.

Signature

Printed Name and Title

Notary Public in and for the

State of: _____

Residing: _____

My Commission Expires: _____



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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date: _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 4. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
 6. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 7. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 911 and _____ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

Skagit 911 VENDOR SERVICES AGREEMENT

1. Contractor will provide the following service/products at such time and in such manner as directed by the signatory Director. The service/product shall consist of _____.
2. Skagit 911 will compensate Contractor a maximum of _____, chargeable to GL expenditure code(s)#_____. Payment terms are Net _____ days.
3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit 911. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit 911. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless Skagit 911, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless Skagit 911, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Skagit 911, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Skagit 911, its appointed or elected officials or employees. It is further provided that no liability shall attach to Skagit 911 by reason of entering into this contract, except as expressly provided herein.
5. This Contract shall commence on _____ and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.
6. The contractor has 60 calendar days from the signing of this contract to complete the services/product. There will be a \$100.00 per day performance penalty for each day the system is not in operation beyond the 60 calendar day limit.
7. Weather delays – The contractor must apply within 48 hours of a construction day lost due to inclement weather to have the day(s) added to the 60 day calendar day limit. The application shall include the day(s) in question, sites affected, and the weather conditions that delayed work

and what work was delayed. Skagit 911 shall have sole right to determine whether or not to accept or deny the contractor's application.

8. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
9. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold Skagit 911 harmless therefrom.
10. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by Skagit 911. A certificate of insurance naming Skagit 911, its elected officers, and employees as additional insureds and naming Skagit 911 as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to Skagit 911 of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto.
11. **Prevailing Wages (for work/services performed in the State of Washington):** Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industrial Statistician of the Department of Labor and Industries before it is submitted to Skagit 911. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.
12. **Termination for Public Convenience:** Skagit 911 may terminate the contract in whole or in part whenever it determines, in its sole discretion that such termination is in the best interests of Skagit 911. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by Skagit 911 at any time during the term, whether for default or convenience, shall not constitute a breach of contract by Skagit 911. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, Skagit 911 will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to Skagit 911 in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement
this ___ day of _____, _____.

APPROVED:

CONTRACTOR:

SKAGIT 911

Signature & Title of Signatory

Helen Rasmussen, Director, Skagit 911

Print Name

Print Name

Title

Title

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____