



E911/Radio Services

CONTRACT

2024-CFB-028

RADIO COMMUNICATIONS BATTERY BACKUP SYSTEM

Lewis County



E911/RADIO SERVICES

Project: Radio Communications Battery Backup System, 2024-CFB-028

Effective Date: Sunday, December 1, 2024

1. AGREEMENT

American Power Systems, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Compensation, Bid Documents and Response forms, General and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

Project: Radio Communications Battery Backup System, Project #2024-CFB-028

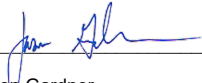
Bid Price (with accepted alternates): \$769,292.00, plus applicable taxes

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Section 2.15, are totally and fully part of this contract and have been mutually negotiated by the parties and COUNTY would not have entered into agreement without said provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement this 12th day of March, 2025 .

CONTRACTOR:

LEWIS COUNTY



Jason Gardner
Director
Title of Signatory
Authorized by the firm By Laws

By Jennifer Libby-Jones, Communications 911

Mailing Address:
1851 Central Pl S, Ste 206
Kent, WA 98030

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

2. General Conditions Capital

2.1. Scope of Contractors Services

The Contractor agrees to provide to the County services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless this is a fixed price (lump sum) bid or otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Lewis County (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than weekly through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

2.3. Assignment and Subcontracting

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

2.4. Labor Standards and Contract Assistance

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions".

2.5. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, 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.

2.6. Safety; Familiarity with Site

Contractor understands that safety is a high priority. Prior to the commencement of work or providing services, Contractor will, at its own expense and to the extent it determines is necessary to safeguard itself and its employees and agents, become familiar with the Site, its operations, and any safety rules or guidelines. In addition, Contractor will meet all OSHA, WISHA, and other applicable Federal and State requirements regarding safety. County shall not be responsible for the manner in which Contractor (1) provides and completes its work; and (2) analyzes the need for and implements safety procedures. County delegates to Contractor, and Contractor agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Contractor agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees

2.7. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

2.8. Taxes

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

2.9. Regulations and Requirement

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

2.10. Prevailing Wages

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

In addition, the Contractor shall file weekly certified payroll records with the Department of Labor and Industries, as required by RCW 39.12.120

2.11. Right to Review

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

2.12. Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

2.13. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit "A", including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

2.14. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. 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 the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.15. Defense & Indemnity Agreement

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, and agents, harmless from and against damages, losses and expenses, including but not limited to reasonable court costs, attorney's fees and alternative dispute resolution costs, all resulting from third-party claims for bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the loss of use resulting therefrom), all to the extent the same are caused by the negligent or more culpable act or omission of the Contractor, its employees, or agents, and/or Contractor's subcontractors and their employees, or agents in connection with performance of this Agreement

This indemnification obligation of the Contractor shall not apply to the extent the claim, damage, loss or expense is caused by the negligent or more culpable act or omission of the County or any

Commented [TS1]: APS is able to offer indemnification in respect of third-party claims for tangible harm deriving from APS's negligence or more culpable conduct. APS's indemnity must also be subject to a reasonable cap.

third-party. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

2.16. Participation by County – Right to participate; Survival of Contractor's Indemnity Obligations; Indemnity for Subcontractors

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement for the applicable statute of limitations.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor shall include as a requirement in each such contract that Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

2.17. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Agreement shall be governed by the law of the State of Washington.

2.18. Withholding Payment

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

2.19. Liquidated Damages (Not a Penalty)

Because breach and/or non-performance by Contractor may cause County to incur economic damages and losses of types and in amounts which are incapable or very difficult to ascertain with certainty in advance as a basis for recovery of actual damages, in the event Contractor has not, due to no fault of any other person or any or event or circumstance not caused by Contractor, fully completed work pursuant to and by the deadline set forth in this Agreement, Contractor

shall pay County liquidated damages in the amount of \$500.00 per day for every day past the agreed end date TBD. The parties believe said amount represents a fair, reasonable, and appropriate forecast of just compensation for the harm caused by a breach. Such liquidated damages are intended to represent estimated actual damages as contemplated by the parties at the time of entering into this Agreement and are not intended as a penalty.

2.20. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County 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 the County in the event this provision applies.

2.21. Nature of the Work

Contractor agrees to exercise reasonable care to leave the portion of the County’s premises at which Contractor shall perform services hereunder (the “Work Site”) clean and free of all tools, equipment, waste materials and rubbish and to otherwise perform its services at the Work Site in a safe manner. Notwithstanding anything to the contrary, County shall ensure that immediately prior to Contractor’s commencement of services at the Work Site, the Work Site and premises at which the Work Site is located shall comply with all applicable laws and all applicable industry and OSHA standards. Contractor shall be entitled to decline to perform or to delay the performance of services at any Work Site so long as Contractor reasonably believes the conditions at such site are unreasonably unsafe, and no such declination or delay in performance shall constitute a breach of Contractor’s obligations hereunder. The period within which any services must be performed and/or completed, and any other deadlines or scheduled dates applicable to the services, shall be extended by a period of time equal to the time during which performance of the services is delayed pursuant to the foregoing sentence. Contractor agrees to: abide by all applicable laws, take reasonable precautions to preserve the health and safety of all persons in the performance of their providing services hereunder, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Contractor represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

2.22. [Intentionally Omitted.]

2.23. Authority

Contractor acknowledges, represents, and warrants that it has the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

Commented [JG2]: Jennifer, we have added language clarifying the obligation of the County to provide a safe work site immediately prior to our arrival versus an ongoing obligation.

Commented [JG3]: Jennifer, we replaced “safe, secure, and in compliance” with “comply”.

We believe the County has an obligation to keep their owned premises in a safe, compliant condition.

Commented [TS4]: Provision deleted in deference to “entire agreement” provision included at Section 2.35. Any outside writings that should be incorporated into this agreement must be done so expressly and upon agreement by both parties - not merely via exchanges of documents.

2.24. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

2.25. Disputes

General

Differences between the Contractor and the County arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

A. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County that would not reasonably be anticipated to: (i) cause Contractor to incur additional material expenses or expend additional material resources; or (ii) delay the performance of Contractor's obligations hereunder, or (2) the happening of any event or occurrence, unless, in either case the Contractor has given the County a written Notice of Potential Claim within fifteen (15) business days of the commencement of the event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, Labor and material used, and all costs and additional time claimed to be additional.

B. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation

Commented [JG5]: Delays in subcontractor's performance caused by the owner, general contractor, architect (i.e., anyone higher up in the contracting chain) needs to be subject to a claims process.

Commented [JL6R5]: LC PAs office prefers original language. Please advise if this is acceptable.

Commented [JG7R5]: We're sure the County isn't intending to say that it can take all kinds of actions (like locking APS out of a Work Site) and then hold APS liable for not finishing work on time; however, that's what the language is indirectly saying. In essence, we're trying to say the County can take whatever actions it needs to without APS requesting additional fees or extra time so long as the action the County is taking wouldn't obviously cause APS to incur additional expenses or need more time. This should address situations where the County needs to do something that is going to prevent APS from performing its normal obligations in a timely manner.

requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.26. Attorneys Fees, Expenses, and Costs

Should any legal proceeding be commenced between or by the Parties concerning or related to this Agreement or the rights and duties of either in relation to this Agreement, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such Party's actual and reasonable attorneys' fees, expenses, and costs actually incurred and paid.

2.27. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

2.28. Confidentiality

In the event that the Contractor comes in contact with or obtains knowledge of confidential information, the Contractor shall maintain the confidentiality of all obtained information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

2.29. Public Records Law and Records Maintenance

The Contractor shall assist the County in timely and fully fulfilling all of County's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to County's request for the same. In the event that Contractor fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against County for violation of said law, Contractor shall indemnify the County for the same, immediately pay County to satisfy the same together with all costs and attorney's fees incurred by County. The obligations created by this section shall survive the termination of this agreement.

The Contractor shall keep and maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract ("Records").

Contractor shall permit County to review the Records at Contractor's place of business during normal working hours. Contractor shall retain such Records for a period of seven (7) years following the date of final payment.

Commented [JL8]: PRA requires us to keep records in compliance with well-established law. Are you referring to your wholesale costs? Those would not be considered in scope; we're primarily looking to make sure any invoiced costs, change orders, etc. charged to the County are kept intact.

Commented [JG9R8]: As we have the same understanding, we can remove this redline.

If any litigation, claim, or audit is commenced, Contractor shall cooperate with County and assist in the production of all such Records. If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, Contractor shall retain the Records for a period of seven (7) years after all litigation, claims, or audit findings involving the Records have been finally resolved.

For purposes of this AGREEMENT, Records includes every writing or record of every type and description including electronically stored information (“ESI”) that is in Contractor’s possession, control, or custody, including, without limitation, any and all correspondences, contracts, agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, telephone conversations, and any and all other taped, recorded, written, printed, or typed matters of any kind or description; and every copy of the foregoing whether or not the original is in Contractor’s possession, custody, or control, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the Contractor may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that Contractor uses in the performance of its work or services hereunder, including any personal devices used by the Contractor or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

Contractor shall include this section “Records Maintenance” in every subcontract it enters into in relation to this Agreement and bind the sub-contract to its terms.

2.30. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contract Manager for whom services are rendered, to wit: Lewis County 911 Communications, Jennifer Libby-Jones, 351 NW North Street, Chehalis, Washington 98532-1900. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.31. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

2.32. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.33. Survival

The provisions of this Agreement which by their nature are reasonably intended to survive the expiration of this Agreement shall so survive, including paragraphs 2.5, 2.8, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19, 2.24, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 2.32, 2.33, and 2.34, notwithstanding the termination or invalidity of any other portion of this Agreement for any reason.

2.34. Time

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

2.35. Entire Agreement

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

2.36. Interpretation of the Agreement

This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

3. Basic Insurance

Basic Insurance Coverage

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County.

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$1,000,000. per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements: The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"

Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability
- ii) Total Pollution Exclusion
- iii) Cross Suits Liability Exclusion

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of Washington. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Washington for all of the subcontractor's employees . Contractor shall submit to County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of County, its officers, agents, employees and volunteers.

Pollution liability insurance. [If required]

Proof of insurance. Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by County prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the 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 Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

County's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

County's right to revise requirements. The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

4. Special Conditions (County Funds) Capital

4.1. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contracting Officer of the COUNTY will be the Capital Facilities Manager or his designee.

4.2. Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence that the CONTRACTOR has fully complied with the State Licensing Law.

CONTRACTOR shall include its contractor's license number in the space provided for CONTRACTOR INFORMATION this Agreement.

4.3. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may

be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

4.4. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

4.5. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW chapter 49.28 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

Notwithstanding the above provisions, a CONTRACTOR may enter into an agreement approved by the employees in which the employees may work up to ten (10) hours in a calendar day for not more than four (4) calendar days in a week.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR violates the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify that:

1. Contractor had not employed or retained any company or person (other than a full time bona fide employee working solely for the offeror) to solicit or receive this contract; and
2. Contractor has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
3. Contractor has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

4. To the extent applicable, the parties agree that this agreement and CONTRACTOR'S work does not create or imply a license agreement for the use of software, code, or a computer program. CONTRACTOR agrees that COUNTY shall have the sole and exclusive ownership of all rights, title, and interest in all software, written code, computer programs created or written by CONTRACTOR and that COUNTY has the right of unlimited use of the software, code and programs, including reproduction, modification and sale. CONTRACTOR denies any proprietary rights, including copyrights, trademarks, trade secrets, or intellectual property rights, to any software, code or program.
5. To the extent applicable, Contractor warrants that the computer code, software, or computer program installed by CONTRACTOR is not patented or copyrighted. CONTRACTOR will defend and indemnify the COUNTY from any claim, cause or demand brought against the COUNTY based upon copyright or patent of the software, computer code, or computer program installed by CONTRACTOR.

4.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4.7. AUDIT

The CONTRACTOR shall maintain its records and accounts so as to facilitate audits and shall ensure that subcontractors also maintain auditable records.

The CONTRACTOR shall include the above audit requirements in any subcontracts. In any case, the CONTRACTOR's records must be available for review.

4.8. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Commented [JL10]: PRA requires us to keep records in compliance with well-established law. Are you referring to your wholesale costs? Those would not be considered in scope; we're primarily looking to make sure any invoiced costs, change orders, etc. charged to the County are kept intact.

Commented [JG11R10]: As we have the same understanding, we can remove this redline.

5. Exhibits

5.1. Exhibit A Scope of Work/Specifications

SECTION 2: EQUIPMENT REQUIREMENTS

2.1 SYSTEM REQUIREMENTS:

All bids must meet these basic system requirements for consideration:

48V system

220/240V AC system input

Rack mountable rectifier (19" or 23" standard communications rack)

Sealed non venting batteries

Can be of rack mount or free standing solutions based on site.

Modular rectifiers

Hot swappable rectifier modules

Network capable. (via web gui or software)

Provide site monitoring and alarm capability

2.2 TECHNICAL REQUIREMENTS:

See ATTACHMENT B REVISED for individual site requirements. Each site must be considered to adhere to the following requirements:

Rectifier shelf and rectifier sizing should be sufficient to maintain current capacity of the loads specified as well as sufficient charge capacity for battery bank.

Include a 200A DC low voltage self resetting disconnect.

DC distribution panel (19" or 23" rack mounted) for both 48V DC and 24V DC.

Provide a SEPARATE STANDALONE 48VDC-24VDC converter for additional equipment requirements. 24VDC CONVERTER SHALL BE NO LESS THAN 30ADC OUTPUT

Rectifier alarm outputs for at minimum, AC failure, over voltage, and low voltage.

2.3 DISTRIBUTION REQUIREMENTS:

Each site included in the proposal must include a distribution system with breakers for both 48V DC and 24V DC. Distribution panel must meet at minimum:

200A for 48V DC

100A for 24V DC

20 SLOT 48VDC DISTRIBUTION PANEL WITH (10) 20A AND (10) 10A BREAKERS.

10 SLOT 24VDC DISTRIBUTION PANEL WITH (5) 20A BREAKERS.

Bullet Style Breakers

SECTION 3: INSTALLATION

3.1 INSTALLATION:

Vendor should propose a cost to include installation, removal of any existing batteries/equipment, electrical work, electrical components, equipment mounting, travel, and testing. All labor should adhere to Washington State standards for prevailing wage rules and regulations. Sites are remote and will require extended travel time.

Vendor will be responsible for providing electrical work or use of subcontractor as part of their bid. Lewis County will take no responsibility for electrical work or contractors responsibilities.

The installation proposal shall be included in a separate pricing document from hardware and equipment for consideration separately from the hardware proposal. Details on site locations are included in **SECTION 7**.

3.2 QUALIFIED PERSONNEL:

Vendor shall ensure that only qualified personnel are included in the installation process. This includes licensed electrical staff/contractors. Non licensed electrical work will not be permitted.

3.3 PERMITTING:

Vendor shall be responsible for providing all permitting regarding any electrical installation and shall include the cost of permits in their response.

3.4 NETWORKING:

Vendor shall facilitate and set up network connections to each rectifier chassis and verify access with county technical staff. Network connections will be provided by county technical staff. All network IP address assignments will be made by county technical staff and provided to vendor at time of installation.

3.5 DC CABLING:

Vendor will be responsible for completed installation from rectifier to distribution panel. All cabling must be installed in accordance with industry standards. Cabling shall meet standard requirements for sizing and utilization of proper terminations. All terminations must be of a one-time use crimp style connector and heat shrink insulation installed at any exposed terminations. All terminations and cabling are to be installed in accordance with equipment manufacturer standards and requirements.

3.6 AC POWER WIRING:

Vendor will be responsible for utilization of proper AC wiring in compliance with manufacturer requirements and NEC standards.

All rectifier chassis are to be wired with a twist lock plug and socket configuration for service. Strain reliefs to be attached at the socket connection on all drop cords to related equipment.

All sites will require wiring of 220/240 socket from the electrical panel to the equipment location. Lengths of these runs will vary between 10-20 feet in length. Vendor will provide all parts for socket, conduit, breakers, and electrical wiring for installation.

SECTION 4: WARRANTY

4.1 WARRANTY DOCUMENTATION

Vendor shall supply detailed warranty information with bid proposal. This warranty information should contain manufacturer warranty for all components. Any vendor warranty in addition to manufacturer warranty shall also be documented in writing.

4.2 WARRANTY DURATION

Rectifier chassis warranty must meet the following requirements:

- 3-year manufacturer warranty on rectifier chassis and controller
- 3-year manufacturer warranty on rectifier module.

Installation warranty shall meet the following requirements for workmanship and vendor supplied components:

- 1 year workmanship warranty on installation
- 1 year component warranty on parts supplied by vendor
- 1 year compliance warranty of NEC and local electrical code violations (current electrical code at time of installation).

SECTION 5: EQUIPMENT

5.1 EQUIPMENT

All rectifier and rectifier chassis shall be of one single manufacturer consistent throughout the system. A mix of hardware component manufacturers will not be permitted to maintain operational consistency.

ALL RECTIFIER CHASSIS AND RECTIFIER MODULES SHALL BE OF SAME MANUFACTURER AND MODEL FOR CONSISTENCY OF EQUIPMENT SPARES.

Batteries may be from different manufactures but each series and/or type of batteries must be a single manufacturer to maintain consistency throughout the system.

ALL BATTERIES MUST BE OF SAME MANUFACTURER ACROSS ALL RATING LEVELS FOR CONSISTENCY.

5.2 EQUIPMENT SPARES

At minimum 2 spares of each rectifier module type shall be included in the vendor proposal. 1 spare controller per chassis type/model shall also be included.

5.3 EQUIPMENT LIFESPAN

No equipment will be considered if within a 5 year cancellation of product line will be accepted. Proof of product line lifespan will be required. All proprietary equipment related to rectifier and chassis must meet this specification for replacement availability within the 5 year timeline.

SECTION 7: SITES

SECTION 6: PROJECT MANAGEMENT

6.1 PROJECT MANAGEMENT:

Project management will be the responsibility of the vendor. Vendor staff shall work with county technical staff for scheduling and coordination for each site.

6.2 DELIVERY:

The successful vendor will be required to coordinate in advance an estimated delivery schedule for equipment with county technical staff.

6.3 TIMELINE:

The successful vendor shall provide an approximate timeline from order date to completion. This timeline shall include an estimated weekly schedule for installations.

6.4 SCHEDULING:

Installation scheduling will be coordinated with county technical staff for site work. Given the sensitive nature of the facility, county technical staff will grant access as needed unless otherwise arranged.

6.4 PROGRESS REPORTS:

The vendor designated project coordinator will provide weekly updates of progress. Any delays on the part of the vendor shall be submitted in writing with an explanation of the occurrence. Progress reports should include work completed and any scheduling updates.

6.5 ACCESS DEVICES:

If an access device (key, code, access card) is provided to a vendor or representative they accept the liability of any lost access device. The vendor will accept the financial responsibility of replacing the device or replacement of security device (locks, door codes, keycard reprogramming, etc.). All provided access devices will be checked out to the vendor requiring a representative to sign for them and the responsibility of returning the device at time of completion. Final sign off of the project will not occur until all access devices have been returned.

6.6 SYSTEM ACCEPTANCE:

The vendor will be responsible for coordinating with county technical staff to verify operation and receive approval. Each site must be signed off separately as well as a final sign off by technical staff before the system will be considered complete.

SECTION 7: SITES

7.1 SITES:

The project will consist of 16 separate sites requiring a battery system: These sites are listed below:

***** MILEAGE LISTED IS FROM COURTHOUSE ADDRESS IN CHEHALIS, WA*****

***** COURTHOUSE ADDRESS 351 NW NORTH ST CHEHALIS, WA 98532*****

1. Bawfaw 25 MILES
2. Bennett 67 MILES
3. Cooks Hill 7 MILES
4. Crego 10 MILES
5. Democrat 25 MILES
6. Dog 51 MILES
7. Hopkins 40 MILES

- | | | |
|--|---|----------------|
| X:6kV/3kA
(Ringwave) Level X:6kV/500A | | IEC 61000-4-12 |
| • RF Immunity | IEC 61000-4-3 (Radiated) Level 4 | |
| | (Conducted) Level 3 | IEC 61000-4-6 |
| • RF Emissions | CISPR 33 Class B (Conducted & Radiated) | |

8.2 ELECTRICAL COMPLIANCE:

All electrical work shall be performed under and be in strict compliance with local and NEC current regulations. It is the responsibility of the vendor to know and understand these regulations and ensure compliance.

Any work performed outside of these regulations will require correction at the cost of the vendor and will delay sign off until corrected.

SECTION 9: DOCUMENTATION

9.1 EQUIPMENT DOCUMENTATION

Vendor will be responsible for providing adequate manufacturer documentation with all equipment and components installed within the system to county technical staff. This should include any programming and setup documents, user guides, and installation manuals.

9.2 NETWORKING DOCUMENTATION

Vendor will provide a complete list of all networked devices with assigned addresses including IP address and MAC addresses (if applicable) for all devices installed onto the network to county technical staff upon completion of project. Electronic documentation in the form of excel spreadsheet and printed copy required.

9.3 PASSWORD DOCUMENTATION

Vendor will provide a complete list of all passwords associated with any equipment to county technical staff. No password shall be set on any equipment without county staff approval. Electronic documentation in the form of excel spreadsheet and printed copy required.

9.4 ASSET DOCUMENTATION

The vendor will supply to county technical staff at time of completion a complete list of all serial numbers or unique identification numbers of all equipment installed within the system. Documentation shall be broken out by type of equipment and location installed. Electronic documentation in the form of excel spreadsheet and printed copy required.

SECTION 10: COMPLETION

10.1 INDIVIDUAL SITES

Upon successful completion of individual sites, the project manager or designee will provide county technical staff with an update for the site installation. County technical staff will inspect the site for completion and verify operation. An individual site sign off will be granted only when county staff are satisfied with the completed installation.

10.2 PROJECT SIGN OFF

Once the project is completed and all individual sign offs have been achieved, county technical staff will conduct an internal audit to verify operation and completion to county technical standards.

After inspection and sign off from technical staff, all access devices and documentation are to be provided to county staff. Until verification of all access device requirements (section 6.5) and documentation (section 9) is received a final project completion sign off will not be provided.

5.2. Exhibit B

Compensation will be made in the amount of \$\$769,292.00 plus Washington State Sales Tax and applicable permit fees upon completion of contract. Progress payments may be made at County's discretion upon County's approval of Contractor's invoices, to the extent that said invoices reflect the completion of project milestones by the Contractor (milestones are points at which significant components of the project have been completed and at which tangible project deliverables of material value have been received by the County).

6. Contractors Info

Name of Firm: American Power Systems, LLC

Address: 1851 Central Pl S, STE 206

City Kent State WA Zip Code 98030

Telephone 253-391-0168 FAX n/a

E-mail address: jonwagoner@ampowersys.com

State of Washington Electrical Contractor's License No. AMERIPS83509

Federal Tax ID # 38-4045723

UEI# PQDFDEKV4LH9

7. Debarment and Suspension (Federally funded contracts)

Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify the County immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.