

UPS Maintenance Contract

CONTRACTOR: Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Drive
Westerville, OH 43082

COUNTY AGENCY: Snohomish County Facilities Management

CONTACT: Dick Ryan, Maintenance Supervisor

PROJECT: UPS Maintenance, Liebert

AMOUNT: \$111,621.54

FUND SOURCE: 511000000005180214833 Jail Maintenance
511000000005180314833 Fac Maintenance

CONTRACT FOR MAINTENANCE SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and Emerson Network Power, Liebert Services, Inc., a Delaware Company (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement, Scope of Services. The purpose of this Agreement is to obtain scheduled maintenance of and on-call emergency services for Uninterruptible Power Systems (UPS) located at various County sites. The scope of services, terms and conditions and cost proposal form is as defined in Attachment A attached hereto and by this reference made a part hereof.

2. Time of Performance. The Contractor shall meet with the designated County Project Manager to set up scheduled preventative maintenance and emergency maintenance, taking into consideration the date of prior equipment maintenance, to occur during a three-year contract term beginning upon execution of the Agreement and expiring at midnight on the calendar day preceding the third anniversary date of its execution, PROVIDED, that the Agreement may be extended for one or more additional years upon mutual agreement between the County and the Contractor, and PROVIDED, FURTHER, that the County's obligations after December 31, 2011; are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the Charter and applicable law.

3. Compensation.

a. Services. At the time of execution of the contract, the Contractor shall submit a properly executed invoice for the costs of semi-annual services to be provided during the semi-annual service for each site's UPS maintenance and follow with consecutive invoices for each site's semi-annual service six months later during the three (3) year term of the contract. For semi-annual service, the County shall pay the Contractor in advance the semi-annual amount (\$12,457.50 +tax) due within thirty (30) days after receipt of each invoice. For maintenance of battery strings, capacitors, filters and other parts requiring replacement, the Contractor shall apply the Repair and Maintenance cost rates on the Cost Proposal Form and invoice the county following service.

b. Overhead and Expenses. The Contractor's compensation for services includes overhead and expenses and no other claims for reimbursement will be allowed under this Agreement other than that identified on the Cost Proposal Form.

c. Invoices. Upon execution of the contract, and at six month intervals thereafter, the Contractor shall submit a properly executed invoice for the costs of services to be provided in the following six months for each site's UPS maintenance. The County shall pay the Contractor in advance the total amount due for each six month period within thirty (30) days after receipt of each invoice. The Contractor shall submit properly executed invoices with respect to maintenance of battery strings, capacitors, filters and other parts for costs of services performed upon completion of the authorized work. The County shall pay the Contractor within thirty (30) days after receipt of such invoices.

d. Contract Maximum Charges. Total semi-annual charges under this Agreement for UPS maintenance services, all fees and expenses included, shall not exceed \$74,745 + tax for the three year term of this Agreement. Additional capacitor, battery string and part maintenance not covered in semi-annual service is estimated at \$30,000 over the three year term of this Agreement; charges for such services shall not exceed the Repair and Maintenance cost rates on the Cost Proposal Form and invoice for work authorized by the County.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. Project Manager. The Project Manager for the County for this Agreement shall be:

Name: Dick Ryan
Title: Maintenance Supervisor
Department: Facilities Management

7. County Review and Approval. The Contractor shall check and certify all work for errors and omissions. Upon submittal of any work performed under the scope of services, the County may, following review by the County, accept such work or reject it, or request such modification or additions as it deems appropriate. In the event the County identifies Contractor errors or omissions, the Contractor shall make all necessary corrections without additional compensation. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct its work when so directed by the County, the County may withhold from any payment otherwise due an amount that the County in good faith believes is equal to the cost to the County of correcting, re-procuring or remedying any damage caused by the Contractor's conduct.

8. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County.

9. Records and Access; Ineligible Expenditures. The Contractor must maintain adequate records to support billings. Said records shall be maintained by the Contractor for audit purposes for a period of seven (7) years after completion of this Agreement. The County or any of its duly authorized representatives shall have access to any books, documents, or papers and records of the Contractor that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Such inspection and review will be scheduled by mutual agreement between the parties, in which case the costs of the County audit associated with said determination shall also be refunded by the Contractor to the County.

10. Hold Harmless. The Contractor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any third party, including any of its employees, to the extent arising out of the Contractor's negligent acts for the performance of this Agreement.

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

No Limitation. Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

a. Minimum Scope of Insurance and Limits. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident covering Any Auto (Symbol 1). Insurance shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage. The County shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy, to the extent of Contractor's negligence with respect to the work performed for the County.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

b. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Snohomish County, its officers, elected officials, agents and employees shall be named as an additional insured with respect to work performed by or on behalf of the Contractor.

2. Insurance placed with insurers with a current A.M. Best rating of not less than A-:VI.

3. The Contractor's insurance coverage shall be primary insurance with respect to the County, to the extent of Contractor's negligence.. Any Insurance or self-insurance maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it. The County reserves the right to approve all deductibles.

4. The Contractor's insurance shall not be cancelled except after thirty (30) days prior written notice has been given to the County.

c. Verification of Coverage Contractor shall furnish the County with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, or Letter or Self-Insurance, evidencing the insurance requirements of the Contractor before commencement of the work.

12. Non-discrimination. It is the policy policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

13. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. EXCEPT FOR EMERSON'S LIABILITY AS ESTABLISHED IN PARAGRAPH 10 or 11 ABOVE, EMERSON'S LIABILITY TO THE COUNTY SHALL NOT EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS, (\$1,500,000).

14. THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power.

15. If Services are performed, Contractor warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Contractor warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Contractor assigns to County any warranties that are made by manufacturers and

suppliers of Parts. If Goods and/or Software are sold, Contractor's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Contractor's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein, are the sole and exclusive warranties given by Contractor with respect to the Goods and/or Software. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER USED IN THE PERFORMANCE OF SERVICES ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO CONTRACTOR IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

16. Goods/Software, SERVICES OR PARTS SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR OR RELATED APPLICATIONS. Goods/Software, SERVICES OR PARTS SOLD HEREUNDER FOR MEDICAL APPLICATIONS MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. Buyer accepts Goods/Software, SERVICES OR PARTS with the foregoing understanding and agrees to communicate the same in writing to any subsequent purchasers or users.

17. Subcontracting. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County.

18. Changes. Upon mutual agreement of the parties, this Agreement may be modified as to terms of performance, compensation, or other matters. Changes shall become effective only when set out in writing and signed by the County.

19. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

20. Termination.

a. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Sections 3 and 7 hereof.

b. The County may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any reason other than stated in subparagraph a above, in which case the County shall pay the

This Agreement is dated this 16th day of December 2011.


SNOHOMISH COUNTY:

CONTRACTOR:

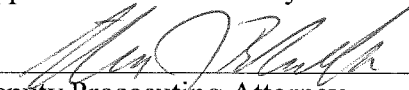
 12/16/11
County Executive or Designee Date
GARY HAAKENSEN
Deputy County Executive

 9/29/11
(Name/Title) Date

Approved as to insurance provisions:

 10-5-11
Risk Management Date

Approved as to form only:

 10/14/11
Deputy Prosecuting Attorney Date

Attachment A

TERMS AND CONDITIONS

SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

Inventory of Equipment and Service Schedule

The contract will provide for annual UPS maintenance and emergency maintenance at various County locations. See the UPS inventory list included.

The Contractor will provide two Preventative Maintenance visits (PM) per year, guaranteed 4-hour emergency service response 24 hours /day and 7 days/week. Full replacement parts and labor for repair in addition to PM will be charged at the rates indicated in the Cost Proposal.

Batteries are included in the annual PM visit.

Experience and Capability of the Service Company

- All work to be performed following safe Snohomish County, EPA and WSHA approved standards, including all pertinent reports.
- The Contractor must have a local (Seattle/Everett) service facility.
- Provide a minimum of three (3) references with a minimum of six (6) months on at least one job. This should include specific information on the type of services provided and the dates of performance. References should be verifiable and should be able to comment on the proposer's related experience. Examples should include similar type contracts with other organizations.

Service Technician Qualifications

The Contractor shall use an adequate number of trained skilled technicians who are completely familiar with the specified requirements and the methods needed for timely performance of this work.

Service Technicians must be trained and have the necessary experience to work on the UPS indicated in Attachment A.

On-Site Personnel

- The Contractor shall provide the County with names, pager numbers and cell phone numbers of all key and on-site personnel. The Contractor shall not substitute or replace any assigned personnel without prior approval of Facilities Management.
- Proper uniforms (hats or shirts etc.) that identify the company the Technicians work for shall be worn while on County grounds.
- The Service Technician shall leave area clean and properly dispose of any waste.
- The Service Technician shall be in compliance at all times with EPA regulations.
- All on-site Service Technicians *must* check in with Facilities Maintenance upon arrival and before departure.

Employee Identification

Each Service Technician shall carry identification while on the County grounds. Identification information shall include the employee's full name, photograph, company name, company address, and company phone number.

Employee Conduct

Each Service Technician shall adhere to County policies on sexual harassment, alcohol and drug free workplace, and weapon free zone. Violation of these policies will result in the Service Technician's permanent removal from County property.

Service Work Schedules and Times

- Facilities Management will coordinate all work with the end users. There are no redundant systems (N+1 or 2N) and shut-down maintenance will occur after hours. All other work performed under this contract shall be performed during normal working hours (between the hours of 8:00 AM and 5:00 PM, Monday through Friday). Actual work schedules of the Service Technicians shall be pre-determined and approved by Facilities Management.
- The Contractor shall notify Facilities Management immediately in writing of any occurrence or condition that interferes with the full performance of the contract.
- Service shall not interfere with normal County operations.
- All UPS shutdowns and work performed during non-normal working hours MUST be coordinated in advance with Facilities Management.

Job Site Safety

- The Contractor shall, during the progress of work, take all necessary precautions for the prevention of accidents.
- The Contractor shall erect and maintain all barricades, cones and electric warning lights, approved by the County in order to guard against any impending danger.
- The Contractor shall be in compliance with the Lock-out, Tag-out procedure according to OSHA/WSHA regulations.

Any disputes between the owner and the Contractor will be resolved using *UBC, NEC, Owners Operation and Maintenance Manual*.

When discrepancies occur between standards, the more stringent shall be adhered to.

On-Call Emergency Maintenance Services

The Contractor shall provide maintenance service when requested by Facilities Management within four (4) hours on an "on-call" basis. Emergency situations shall be responded to within four (4) hours. Any overtime or holiday charges must be approved by Snohomish County Facilities Management in advance.

The following holidays are recognized as official Snohomish County holidays. Work called out on any of these days from 12:01 a.m. to 12:00 a.m. may be billed using the holiday rates.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Day

Written Condition Reports:

The Contractor shall prepare and submit to the Facilities Management, annual written condition reports on all equipment under the contract.

Service Company Damage

All damage caused by the Contractor and their Service Technicians shall be promptly repaired to existing condition. This includes, but is not limited to, insulation damaged during scheduled maintenance.

Repair Work

The County at its sole option may either contract out maintenance or repairs not included in the Contract or complete the work itself. Work outside the scope of the contract must be approved by Facilities Management.

A quote shall be submitted, in a timely manner by the Contractor for suggested maintenance or repair work. The quote shall include total costs of the work.

Work Order Authorization

If required, repair work beyond the scope of the Essential Service such as full bank capacitor replacement shall be identified and scheduled with Contractor on a project/repair basis through Facilities Managements' work order management system. Preventive maintenance, shall also be authorized by "Work Order" only. Work Orders will result from work identified by Facilities Management or from Contractor's recommendations. Work Orders can be initiated from either Facilities Management or the Contractor.

Work Orders are written or electronic orders signed by Contractor and Facilities Management stating:

- the scope of the work to be performed,
- the duration or schedule, and
- a stated dollar amount for the project that shall not be exceeded without express permission of Facilities Management.

Dollar amounts in the Work Order shall be approved by each line item as a not-to-exceed total. In the event of an emergency, the service company may take immediate action with verbal approval from Deputy Director of Facilities Management or designee and follow up with a written and/or electronic "Work Order" within 24 hours of commencing work on the emergency. Absence of a Work Order does not in and of itself constitute an emergency Work Order or authorize the use of overtime billing rates. Contractor shall obtain pre-approval from Facilities Management for use of overtime or holiday rates.

Scheduling. If the time frame for work deviates from the schedule determined by the Work Order, the Contractor shall notify Facilities Management of the modified schedule and work with Facilities Management if there are any scheduling difficulties. Upon completion of the project, the Contractor shall notify Facilities Management.

Billable Charges.

- For charges outside of the Essential Service (2), fully burdened hourly rates shall be paid for actual time worked. Time for preparing Work Order is not directly billable and the cost for the site visit and preparation of Work Order shall be included in the fully burdened hourly rate.
- For charges outside the Essential Service (2), travel time to and from sites, labor and parts are billable at the rates in the Cost Proposal. The County will pay the travel time from site to site provided the service company is dedicated to County projects and there is no interruption in time, other than travel between the sites while working on the projects.

Quoting for Work Orders. Upon Facilities Management request, the service company may be requested to provide to the Deputy Director within no more than five (5) business days either:

- a not-to-exceed estimate for general work orders outside the Essential Service (2), where dollar amounts in the Work Order shall be approved by each line item and not as a not-to-exceed total, or
- a firm fixed price for a specific job/project outside the Essential Service (2) based on the fully burdened hourly rates provided on the Cost Proposal Form.

Such quotes shall show for informational purposes the number of hours and hourly rates.

The definition of what constitutes a "general" work order versus a "specific" project or job may vary from case to case. Facilities Management reserves the right to request a firm fixed price for any work order under this contract. Facilities Management reserves the right to obtain quotes from other Contractors for repairs and maintenance outside the scope of preventive maintenance and emergency repairs.

Please submit the following specific information with the proposal:

1. Provide Costs on the Cost Proposal Form.
2. Provide a list of the Service Technicians who will be assigned to work on this contract. Include a list of completed training classes on the specific products.
3. Describe parts availability and methods of expediting delivery and replacement of parts.

Contract for Maintenance Terms and Conditions

The terms and conditions of this RFP and the Contract for Maintenance Services will prevail and will constitute the entire agreement between the County and the Contractor. No additional terms and conditions will be negotiated after proposals are received and no other Service Agreement will be signed by the County.

Proposals which contain amendments or changes to the terms and conditions in this RFP document may be considered non-responsive.

Snohomish County is committed to fostering a diverse vendor/supplier program. Minority (MBE) and Women (WBE) Owned Businesses are encouraged to participate in the county competitive solicitation process. Please indicate if your company is a MWBE:

MBE: Yes ___ No X or WBE: Yes ___ No X

Federal Suspension and Debarment Certification

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

COST PROPOSAL FORM

Normal Business Hours: 8:00 am to 5:00 pm Monday through Friday
 Non Business Hours: Hours other than Normal Business Hours including Saturday, Sunday and Snohomish County Holidays.

| | |
|--|-------------|
| Cost for semi annual Maintenance Check, Location: Level A, County Jail Liebert, Model 37SA065AAA6B265, S/N 37-3929 (Includes Trip Charges) Last Service: August 2010 | \$20,705.00 |
| Cost for 3 year semi annual Maintenance Check, Location: Level B-1, Drewel Bldg Liebert, Model UDA63229A36AE73, S/N CN0655592/LI-05985 (Includes Trip Charges) Last Service: September 2010 | \$29,210.00 |
| Cost for 3-year semi-annual Maintenance Check, Location: County Records Bldg Liebert, Model AP331, S/N M16938F (Includes Trip Charges) Last Service: December 2010 | \$24,830.00 |

Repair & Maintenance Cost for work beyond the scope of Essential Service (2), attached

The Repair & Maintenance Cost Items 1 – 3 will be used for emergency maintenance and maintenance not included in the Annual Preventative Maintenance Visit. Replacement batteries/capacitors/filters estimated at \$30K over the next 3 years.

| | | |
|----|---|----------------------------|
| 1. | Hourly Rate for Work During Normal Business Hours Monday-Friday 8am – 5pm | \$ 149.00/hr |
| 2. | Hourly Rate for Work During Non Business Hours Monday-Friday, 5pm-8am & Saturday Sunday & Holidays, all day | \$221.00/hr \$303.00/hr |
| 3. | Trip Charge (to and from job site) Flat Rate | \$175.00 |

Note:

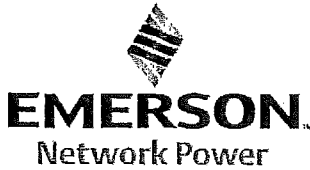
- There is a \$900 minimum for all T&M service
- Parts required to repair equipment are not included in T&M pricing

These rates typically apply to items such as full-string battery replacements, fans, filters and capacitor replacements which are not covered under the contract.

UPS Inventory

Below is a list of equipment under the scope of this contract.

| Property | Room | Address | Manufacturer | Serial# | Model |
|-----------------|------------|---------------------------------|--------------|--------------------|-----------------|
| Oakes Ave Bldg | Level - A | 3025 Oakes Ave Everett, WA | Liebert | 37-3929 | 37SA065AAA6B265 |
| Drewel Building | Level - B1 | 3000 Rockefeller Everett, WA | Liebert | CN0655592/LI-05985 | UDA63229A36AE73 |
| Records | | 1000 California Everett, WA | Liebert | M16938F | AP331 |
| | | | | | |



Aug 10, 2011

Cindy Hart
SNOHOMISH COUNTY ADM BLDG
3000 ROCKEFELLER AVE.
EVERETT, WA 98204

Phone: 425.388.3320
Email: cindy.hart@snoco.org

Quote No. Q01504823 – 3 year

We are pleased to submit the following proposal for service of your Liebert equipment for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the service(s) included in this quote.

Essential Service

- Guaranteed 4-hour response 24 hours/day, 7 days/week
- Emergency service labor and travel coverage
- Parts coverage
- Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

Site ID: 91891 SNOHOMISH COUNTY JAIL, 3024 LOMBARD AVE, EVERETT, WA 98204

| Tag # | Description | Part # | Annual PM Qty. | Coverage Type | Coverage Amount |
|---------------------------------------|----------------|-----------------|----------------|---------------|---------------------|
| 1310044 | NPOWER 65-80 | 37SA065AAA6B265 | 2 | Essential | \$ 17,213.04 |
| 1310045 | SEALED BATTERY | 37BP065XPJ1BNL | 2 | Essential | \$ 7,616.97 |
| Total Price NOT including tax: | | | | | \$ 24,830.00 |

(any tax required must be included in customer purchase order amount)

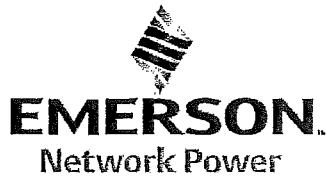
Unless otherwise noted this Agreement shall commence on the date acknowledged by both parties signature below and shall be effective for three (3) year(s).

Emerson Network Power, Liebert Services Inc. will invoice in the following manner: ~~Annually Upfront~~

Payment Terms: Net 30 Days

Signature of this agreement authorizes Liebert Services to invoice for services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the customer authorizes and guarantees Liebert Services the payment of such invoices by authority of the signature below.

Thank you for your business.



Aug 10, 2011

Cindy Hart
 SNOHOMISH COUNTY ADM BLDG
 3000 ROCKEFELLER AVE.
 EVERETT, WA 98204

Phone: 425.388.3320
 Email: cindy.hart@snoco.org

Quote No. Q01504823 -- 3 year

We are pleased to submit the following proposal for service of your Liebert equipment for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the service(s) included in this quote.

Essential Service

- Guaranteed 4-hour response 24 hours/day, 7 days/week
- Emergency service labor and travel coverage
- Parts coverage
- Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

Site ID: 94416 SNOHOMISH COUNTY ADM BLDG, 3000 ROCKEFELLER AVE., EVERETT, WA 98204

| Tag # | Description | Part # | Annual PM Qty. | Coverage Type | Coverage Amount |
|---------------------------------------|----------------|-----------------|----------------|---------------|---------------------|
| 1315510 | S600T 150-225 | UDA63229A36AE73 | 2 | Essential | \$ 20,619.21 |
| 1315511 | SEALED BATTERY | U36BP225UJBNUUU | 2 | Essential | \$ 4,295.39 |
| 1315513 | SEALED BATTERY | U36BP225UJBNUUU | 2 | Essential | \$ 4,295.39 |
| Total Price NOT including tax: | | | | | \$ 29,210.00 |

(any tax required must be included in customer purchase order amount)

Unless otherwise noted this Agreement shall commence on the date acknowledged by both parties signature below and shall be effective for three (3) year(s).

Emerson Network Power, Liebert Services Inc. will invoice in the following manner: Annually Upfront

Payment Terms: Net 30 Days

Signature of this agreement authorizes Liebert Services to invoice for services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the customer authorizes and guarantees Liebert Services the payment of such invoices by authority of the signature below.

Thank you for your business.



Aug 10, 2011

Cindy Hart
SNOHOMISH COUNTY ADM BLDG
3000 ROCKEFELLER AVE.
EVERETT, WA 98204

Phone: 425.388.3320
Email: cindy.hart@snoco.org

Quote No. Q01504823 – 3 year

We are pleased to submit the following proposal for service of your Liebert equipment for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the service(s) included in this quote.

Essential Service

- Guaranteed 4-hour response 24 hours/day, 7 days/week
- Emergency service labor and travel coverage
- Parts coverage
- Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

Fan Replacement Service

- Replacement of all Fans and Blowers (if applicable)

Site ID: 89095 SNOHOMISH COUNTY RECORDS, 1000 CALIFORNIA STREET, EVERETT, WA 98201

| Tag # | Description | Part # | Annual PM Qty. | Coverage Type | Coverage Amount |
|---------------------------------------|----------------|-----------------|----------------|---------------|---------------------|
| 1297561 | SRS 300 10-40 | UDA63020C25RT04 | 2 | Essential | \$ 13,620.00 |
| 1297562 | SEALED BATTERY | U25BP020HFJ1NNL | 2 | Essential | \$ 7,085.00 |
| Total Price NOT including tax: | | | | | \$ 20,705.00 |

(any tax required must be included in customer purchase order amount)

Unless otherwise noted this Agreement shall commence on the date acknowledged by both parties signature below and shall be effective for three (3) year(s).

Emerson Network Power, Liebert Services Inc. will invoice in the following manner: ~~Annually Upfront~~

Payment Terms: Net 30 Days

Signature of this agreement authorizes Liebert Services to invoice for services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the customer authorizes and guarantees Liebert Services the payment of such invoices by authority of the signature below.

Thank you for your business.



**UNINTERRUPTIBLE POWER SYSTEMS
ALL 3-PHASE MODELS
SCOPE OF WORK**

ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services Service Center.
- Includes 100% parts (excluding batteries and air filters and proactive full bank capacitor replacement) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SERVICE PERFORMED

**UPS Full Preventive Maintenance Service
Semi-Annual Service**

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
3. Check module(s) completely for the following (if applicable):
4. Rectifier and inverter snubber boards for discoloration.
5. Power capacitors for swelling or leaking oil.
6. DC capacitor vent caps that have extruded more than 1/8".
7. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
8. Measure and record harmonic trap filter currents.

Annual Service Includes the Above, Plus

9. Check the inverter and rectifier snubbers for burned or broken wires.
10. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
11. Check fuses on the DC capacitor deck for continuity (if applicable).
12. With customer approval, perform operational test of the system including unit transfer and battery discharge.
13. Calibrate and record all electronics to system specifications.
14. Install or perform Engineering Field Change Notices (FCN) as necessary.
15. Measure and record all low-voltage power supply levels.
16. Measure and record phase-to-phase input voltage and currents.
17. Review system performance with customer to address any questions and to schedule any repairs.

NOTE 1: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.

NOTE 2: Customer should check air filters monthly for cleanliness and replace as necessary.

NOTE 3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:
 - Check for NO-OX grease or oil on all connections (if applicable).
 - Check battery jars for proper liquid level (if flooded cells).
 - Check for corrosion on all the terminals and cables.
 - Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
4. Measure and record total battery float voltage.

NOTE: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.



Stationary Battery Systems

VRLA (Sealed) Battery

Scope Of Work

ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service Center.
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- For 3-Phase UPS customers, includes one Semi-Annual and one Annual PM.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SCHEDULED MAINTENANCE PERFORMED

****During the initial PM visit, an Annual Service PM must be performed****

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of jar temperatures.
10. Measure and record the float voltage of all jars.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus

13. Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
14. Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

- *Refurbish cell connections as deemed necessary by the detailed inspection report.*

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Liebert Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Liebert Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.
5. Subject to *Liebert Services Single Jar Replacement for Lead Acid Batteries Guidelines*.