



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 06225

FOR

GENERATOR MAINTENANCE, REPAIR, AND PARTS SERVICE

SOUTH CENTRAL REGION(S)

CATEGORY(IES) 1, 2, & 3

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

PELICAN POWER SYSTEMS LLC.

Dated April 1st, 2026

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No. 06225
FOR
GENERATOR MAINTENANCE, REPAIR, AND PARTS SERVICES
SOUTH CENTRAL REGION(S)
CATEGORY(IES) 1, 2, & 3

This Washington Statewide Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Pelican Power Systems LLC , a Washington State LLC (“Contractor”) and is dated and effective as of April 1st, 2026.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Eligible purchasers who own or manage Generator equipment/systems, have operational needs to have such Generator equipment routinely preventatively serviced (i.e., periodically inspected, maintained, and/or repaired) and/or serviced to correct an issue (collectively, as specified in **Exhibit A – Included Goods/Services**, “Generator Services” or “Goods/Services”) from qualified, licensed, innovative, and purchaser-focused contractors.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 06225 Supplemental dated February 6th, 2026 for Generator Maintenance, Repair, and Parts Services.
- D. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple Contract awards, by specified geographic region and specified category. In addition, the Competitive Solicitation was structured to enable Enterprise Services to make certain additional reserved awards for Contracts to otherwise not awarded, responsive, responsible bidders who certified pursuant to a *Bidder’s Certification* and qualified as either a Washington Small Business or a Washington Certified Veteran-Owned Business.
- E. Pursuant to the competitive solicitation for the Contract, Contractor certified that Contractor qualified for the following evaluation and Contract award preferences:
 - Executive Order 18-03 – Worker’s Rights;

Accordingly, the Contract includes certain contractor representations and warranties to facilitate procurement integrity requirements and to ensure that, in performing the

Contract, Contractor enables the State of Washington to achieve the public policy benefits that informed the above-referenced bid and Contract award preferences. See Contract at § 4 (Contractor Representations and Warranties).

- F. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- G. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- H. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services, in the above-referenced categories, as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is forty-five (45) months, commencing April 1st, 2026 and ending December 31st, 2029; *Provided*, however, that if Contractor is not in default and if, by April 30th, 2029, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months; and *provided further*, that, if in the best interest of the State, based upon Enterprises Services reasonable determination, Enterprise Services, at its sole discretion, shall have the right to extend the Performance-Based Contract Term Extension, by written notice to Contractor, for up to an additional twelve (12) months (“Additional Extension”) subject to the following conditions: (a) Enterprise Services must invoke such Additional Extension right no later than ninety (90) prior to the end of the Performance-Based Contract Term Extension; and (b) Contractor must not be in default or subject to any cure notice. Any Performance-Based Contract Term Extension amendment and, if applicable, any Additional Extension notice shall be on the same terms and conditions as set forth in this Contract. To earn the Performance-Based Contract Term Extension (and, if applicable, be eligible for an Additional Extension), To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. See Exhibit C – Insurance Requirements at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Contract Sales Reports:	<p>Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports.</p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</p>

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any of the following institutions of higher education (colleges) in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in **Exhibit A – Included Goods/Services** for the prices set forth in **Exhibit B – Prices for Goods/Services**. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in **Exhibit A – Included Goods/Services**.
 - (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items

purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

- (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
- 3.3. ECONOMIC ADJUSTMENT LABOR (PREVAILING WAGE) PERCENTAGE RATES. Generator Services performed by Technicians and performed in public buildings fall under the Washington Prevailing Wage law. See RCW 39.12, RCW 19.28, and WAC 296-46B. The labor rates set forth in ***Exhibit B – Prices for Goods/Services*** utilize prevailing wages and a set % increase. The prevailing wage at the time the services are performed will be the basis of the rates charged on this Contract for any Purchase Order. There shall be no other economic adjustment to the labor rates.
- 3.4. ECONOMIC ADJUSTMENT PART RATE PERCENTAGES. The cost-plus percentage amount set forth in ***Exhibit B – Prices for Goods/Services*** will not be adjusted through the Economic Adjustment process. Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods at no greater than the prices set forth in ***Exhibit B – Prices for Goods/Services***. There shall be no other economic adjustment to the parts rates.
- 3.5. ECONOMIC ADJUSTMENT FOR NOT TO EXCEED FLAT RATES/GENERAL LABOR RATES (DOLLAR AMOUNTS). Contractor may request price adjustments to the prices set forth in ***Exhibit B – Prices for Goods/Services*** between November 1st and November 30th annually. Contracts that do not request an adjustment during this time waive their price adjustment for that contract year; future adjustments will not include an adjustment for the non-requested year. The prices shall be adjusted as set forth below, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. All calculations for the index shall be based upon the latest version of data published as of November each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available shall be used. Prices will be adjusted beginning February 1st of each year through Enterprise Services updating ***Exhibit B – Prices for Goods/Services*** through this process without a contract amendment and posting the new prices on the public facing webpage. The economic adjustment shall be calculated as follows:

PPI NAME	PPI CODE
PPI industry data for Motor and generator mfg. Parts, supplies for motors, generators, generator sets, and other rotating equipment, not seasonally adjusted	PCU335312335312C
Wages and salaries for private industry workers in natural resources, construction, and maintenance occupations, current dollar index	CIU2020000400000I

New Price = Old Price x (Current Period Index/Base Period Index).

The “Current Period Index” is the average of the most recent twelve months of BLS Index values, and the “Base Period Index” is the average of the twelve months of BLS Index values prior to the Current Period Index.

PPI values, including those that are preliminary at the time of the request, will be utilized in the analysis.

- 3.6. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in **Exhibit B – Prices for Goods/Services** (subject to economic or other adjustment as set forth herein).
 - 3.7. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
 - 3.8. SUBCONTRACTOR MARKUP. While subcontractor markup is allowed, subcontractor markup percentages must be clearly stated and included only once in the billing. If a subcontractor is engaged for any portion of the labor, the prime contractor's markup should not be applied again on top of the subcontractor's charges. This is to prevent any duplication of markup on the same labor costs. Detailed markup information for all subcontracted labor is required to ensure compliance with this requirement. Whether the work is performed in-house or through subcontractors, the subcontractor markup is **inclusive of all wage and labor cost adjustments**, meaning no additional prevailing wage markup will be applied separately
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.7. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser

hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

- 4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.12. BEST PRICING. Contractor represents and warrants, Contractor's prices for the Goods and/Services included in **Exhibit B – Prices for Goods/Services** are equal to or less than Contractor's standard prices generally offered to government/public sector purchasers of such Goods and/or Services under similar terms and conditions. If, during the term of this Contract, Contractor enters into an agreement with any other purchaser that contains more favorable pricing than is provided herein, then this Contract shall be deemed to be amended to provide Purchasers such more favorable pricing upon notice from Enterprise Services to Contractor. To ensure compliance, Enterprise Services, upon seven (7) business days advance written notice to Contractor, may audit Contractor's records.
- 4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

- 4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.17. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03) (APPLICABLE). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.18. REMOVED INTENTIONALLY.
- 4.19. REMOVED INTENTIONALLY.
- 4.20. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.
- 4.21. INDUSTRY CODES AND STANDARDS. Industry Codes and Standards. Contractor represents and warrants that Contractor's Services comply with the latest edition of applicable industry and government codes and standards. Contractor Safety Plan for employee safe work practices that includes regular safety education given to employees, meeting federal safety mandates, and steps to eliminate unsafe practices and incidents. Contractor shall comply with the latest edition of the codes and standards enforced by the state and regulations promulgated by the NFPA 110 (An Overview of NFPA 110).
- 4.22. OSHA/WISHA. Contractor represents and warrants that Contractor shall comply with the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished pursuant to this Contract shall conform to and comply with said laws, standards, and regulations.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for

- the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law (“Goods Warranty”). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser’s property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor’s Goods Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services (“IT Goods” and “IT Services”, respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party (“IT Warranty”). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.
- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.
- 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.
- 6.5. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access

Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 6.7. WASTE OIL DISPOSAL. Disposal of all "waste oil" will be the responsibility of the contractor. Waste oil will consist of petroleum, oils, and lubricants (POL) removed from any piece of equipment that is a part of this specification. Since the State is concerned with protecting the environment, all POLs removed from serviced equipment will be classified as "waste oil" and it be disposed of within the guidelines of the state, local, and federal regulations, including US Environmental Protection Agency (EPA) regulations. Although not specifically qualified as "waste oil", all coolants and other Volatile Organic Compounds are also expected to be disposed of following the same regulations and guidelines. This includes all reports and manifests associated with tracking the "waste oil" to its final deposition. Include, as a part of your response to this solicitation, your method of "waste oil" disposal.
- 6.8. BACKGROUND CHECKS, SECURITY CLEARANCE, FINGERPRINTING, AND SECURITY AWARENESS TRAINING. All Contractor's employees or subcontractors who provide services at facilities of the Washington State Patrol (WSP), Department of Corrections (DOC), Department of Social and Human Services (DSHS), or other similarly secure facilities of other eligible Purchasers, must pass a security background check, if required or at the request of the Purchaser. Contractors shall comply with requests for additional background checks, fingerprint, security training, and or safety requirements, to be cleared for access to Purchaser facilities, at Contractor's expense.
- (a) Each location may require clearance before any individual is allowed on site.
 - (b) Some DOC facilities may require security clearance to be updated every ninety (90) days. Contractor shall submit required personnel information within an adequate time for completion of a security background clearance, generally fifteen (15) business days, ahead of a scheduled site visit. Contractors' employees or subcontractors who provide service at a DOC and/or DSHS facility may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, weapons, ammunition, contraband management, vehicles and parking, searches, emergency procedures, and other possible topics.
 - (c) Contractors' employees or subcontractors who provide service a WSP facility who have unescorted access are required to complete security awareness training every two (2) years, complete a criminal history background check, complete an FBI background, and submit fingerprint forms at Contractor's expense. Contractor shall submit required personnel information and forms within an adequate time for completion of a security background clearance, generally four (4) weeks ahead of an unescorted scheduled site visit.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall:

(a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly; *Provided*, however, that Non-Qualifying Subcontractors are not required to comply with any of the following representations or certifications set forth in this Contract pertaining to the contract award preferences stated in Recital E [e.g., § 4.6 (Executive Order 18-03)].

8. PREVAILING WAGE. This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

8.1. WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

8.2. STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to

Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Purchaser.

- 8.3. INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Purchaser shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries, where a complaint or inquiry regarding prevailing wages may be made.
- 8.4. AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Purchaser shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
- 8.5. LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
- 8.6. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Purchaser.

9. USING THE CONTRACT – PURCHASES.

- 9.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement’, software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 9.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.

- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

9.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

10. INVOICING & PAYMENT.

10.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. 06225;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of actual service performed;
- (e) Generator Service Rates: Scheduled Preventative Maintenance, Semi-Annual Inspections, and/or Load Bank Test; including total number of hours services were provided
- (f) Applicable Goods and/or Services; in addition, invoices for T&M authorized work, Subcontractors, and/or Fee Rates shall also include the following documentation: Detailed service description and itemized breakdown of applicable Goods and/or Services:
 - i. Contractor's T&M proposal
 - ii. Labor Rates(s): Generator Electrician, and/or Mechanic.
Hourly rate and total hours for each labor category is applicable. Pricing for Labor categories must be clearly structured in the same manner as Contract pricing (Prevailing Wage + %). See provision **#8.3 Invoices & Contract Payments** prevailing wage language required for invoices.
 - iii. Actual labor hours worked
The number of hours should reflect at a minimum the hours indicated on the sign-in/out log, or other document as agreed by Purchaser.

Documentation of hours is required for hourly services billed for payment due to Contractor. If less than the estimated/quoted hours for Services are performed, the prorated dollar value for the time short will be deducted from Contractor's invoice.

- iv. Repair and/or replacement parts description.
Unit Price: Actual cost + % markup. Pricing for Parts in performing Generator Services must be clearly structured in the same manner as Contract pricing (cost =% markup), Invoice amount to include a breakdown of cost of parts/materials.
Upon Purchaser's request Contractor has to provide its supplier invoices to verify cost paid for supplies and replacement parts.
- v. NTE Flat Rates (Tests, Permits, Lab Costs, etc).
Pricing for Not To Exceed Flat Rates in performing Generator Services must be clearly structured in the same manner as Contract pricing (cost =% markup), Invoice amount to include a breakdown of cost of NTE Flat Rates. Permit number issued by Labor & Industries.

Upon Purchaser's request Contractor must provide its supplier invoices to verify cost paid for fees.

- vi. Subcontractor Rates(s):
Subcontractor's Actual Invoice (which includes prevailing wage compliance) × Contractor's Subcontractor % Rate
Pricing for Subcontractors in performing Generator Services must be clearly structured in the same manner as Contract pricing (cost =% markup). Invoice amount to include a breakdown of cost of Subcontractors.
Upon Purchaser's request Contractor must provide the subcontractor invoice to verify cost paid.

(g) Invoice amount; and

(h) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

- 10.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in **Exhibit B – Prices for Goods/Services**, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.
- 10.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 10.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 10.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 10.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

11. CONTRACT MANAGEMENT.

- 11.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Team Cedar
Washington Dept. of Enterprise Services
PO Box 41411;
Olympia, WA 98504-1411
Tel: (360) 407-2215
Email: descontractsteamcedar@des.wa.gov

Pelican Power Systems LLC

Attn: Ryan Walker
5318 W 4th Ave,
Kennewick, WA 99336
Tel: (509) 571-4197
Email: ryan@pelicanpwr.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 11.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 11.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the

respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Pelican Power Systems LLC.

Attn: Ryan Walker
 5318 W 4th Ave
 Kennewick, WA 99336
 Email: ryan@pelicanpwr.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

12. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

12.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services’ Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

12.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
 - Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .015.
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold.
 - Itemized Services billed/invoiced (including, as applicable, item number or other identifier) to include number of hours billed and wages and/or prevailing wage percentage markup and percent % markup listed as a separate amount;
 - Parts: Actual cost + % markup. Pricing for approved materials must be clearly structured in same manner as Contract pricing (Actual Cost + % markup).
 - Truck Charges and/or Remote Location Fee.
- Per unit quantities sold;
- Services, parts, Items and volumes purchased by Purchaser; including county, make, model, KW size of generator.
- Shipment/delivery locations by Purchaser including email address; and
- Total amounts for services including itemized billed Contract pricing.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

13. RECORDS RETENTION & AUDITS.

- 13.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 13.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 13.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

14. INSURANCE.

- 14.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in **Exhibit C – Insurance Requirements**. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 14.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

15. CLAIMS.

- 15.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 15.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 15.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract.

If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

17.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

17.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

17.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already

ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 17.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser’s Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 17.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 17.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor fails to timely report quarterly contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due;
 - (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
 - (e) Contractor breaches any representation or warranty provided herein.
- 17.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor’s operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services’ reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor’s rights under this Contract. All of Contractor’s obligations to Enterprise Services and Purchasers survive termination of Contractor’s rights under this Contract, until such obligations have been fulfilled.
- 17.8. REMEDIES FOR DEFAULT.
- (a) Enterprise Services’ rights to suspend and terminate Contractor’s rights under this Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any

administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

- 17.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 17.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

18. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

19. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 19.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 19.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of

confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 19.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

20. GENERAL PROVISIONS.

- 20.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 20.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 20.3. NONDISCRIMINATION.
- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise

Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 20.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 20.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 20.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 20.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 20.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 20.9. ASSIGNMENT. Contractor is subject to the limitation on assignment set forth in Section 4 of this Contract (i.e., Transactional Limits to Satisfy Contractor's Contract Award Status). In addition,

Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

- 20.10. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 20.11. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 20.12. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 20.13. **SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 20.14. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 20.15. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 20.16. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington,

without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

- 20.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 20.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 20.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 20.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 20.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 20.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 20.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

20.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

PELICAN POWER SYSTEMS LLC,
a Washington LLC

By: *Julie Hannah*

By: *Ryan Walker*
Ryan Walker (Apr 9, 2026 13:00:04 PDT)

Julie Hannah

Ryan Walker

Its: Enterprise Contracts & Procurement
Specialist

Its: Owner/Operator

Date: 04/09/2026

Date: 09/04/2026

INCLUDED GOODS/SERVICES



Washington State
**DEPARTMENT OF
 ENTERPRISE SERVICES**

#06225 GENERATOR MAINTENANCE, REPAIRS, AND PARTS SERVICES**EXHIBIT A – INCLUDED GOODS AND SERVICES**

- 1) **CONTRACT SCOPE.**
 - 2) **CONTRACTOR’S QUALIFICATIONS.**
 - 3) **CONTRACTOR’S PERFORMANCE RESPONSE TIME, & SCHEDULING CONTRACTOR SERVICE VISITS.**
 - 4) **CONTRACTOR QUOTE (ESTIMATE/PROPOSAL) REQUIREMENTS.**
 - 5) **PREVENTATIVE MAINTENANCE AND INSPECTION.**
 - 6) **REPAIR SERVICES.**
 - 7) **LOAD BANK TESTS.**
 - 8) **OIL, FUEL, DIESEL, AND COOLANT, CONFIDENCE.**
 - 9) **PARTS.**
 - 10) **SITE MAINTENANCE.**
 - 11) **PRODUCT DISPOSAL.**
 - 12) **WASTE OIL.**
 - 13) **QUALITY ASSURANCE.**
 - 14) **DOCUMENTATION – CHECKLIST, FORMS, AND REPORTS.**
 - 15) **VEHICLE/TRUCK CHARGE.**
 - 16) **REMOTE LOCATIONS FEE.**
 - 17) **SUBCONTRACTOR RATE.**
 - 18) **I.D. BADGES.**
 - 19) **EMERGENCIES.**
 - 20) **MAINTENANCE AND REPAIR EXCEPTIONS.**
 - 21) **TIME AND MATERIAL (T&M).**
 - 22) **REPLACEMENT PARTS.**
 - 23) **OBSOLETE PARTS.**
- Generator Services includes preventative maintenance services such as pre-planned, periodic, on-site inspections and testing of Emergency Service Generator Systems and their components. Generator Services includes all adjustments or parts replacements required to keep generators in proper working order consistent with the original manufacturer’s specifications and recommendations, including load bank testing. Contractor will work with Purchasers to develop and schedule regular intervals for Preventive Maintenance services.
 - Repair services include repair, replacement, installation and configuration, and disposal of generator system OEM or equivalent parts. Generator services include both routine services and emergency service repairs. Routine service can be scheduled during normal business hours (Monday to Friday, 8 AM to 5 PM) or after hours.
 - Restrictions: This contract is only for routine preventive maintenance and repairs to restore existing generator systems. This contract is not for new system installations.

1. **CONTRACT SCOPE: INCLUDED GOODS/SERVICES.** As described in the summary tables below, pursuant to a Purchaser's request outlined in a Purchase Order as required by the Contract, Contractor shall provide the following Goods/Services:

SCHEDULED PREVENTIVE GENERATOR MAINTENANCE & REPAIR SERVICES		
TYPE	DESCRIPTION	EXAMPLES
Scheduled Preventive Maintenance Service & Repairs	<p>Purchaser requested periodic Generator system maintenance service & repairs, including:</p> <ul style="list-style-type: none"> ▪ Inspections and testing of the Generator system(s) per manufacturer's recommendations or as arranged with Purchaser; and ▪ Adjustments are required to keep the Generator system(s) in proper working order, consistent with the original manufacturer specifications and recommendations, including Load Bank Testing. 	<ul style="list-style-type: none"> ▪ Tasks will be subject to the manufacturer's guidelines and recommendations and based on the condition of the Purchaser's Generator system(s), manufacturer recommendations, age, and Purchaser's request. When applicable, the following are minimum requirements for preventive maintenance, inspections, and load bank testing. ▪ See section 7 - Load Bank Testing.
*Parts Replacement	<p>Replace Generator system(s) parts or components, as necessary, based on age, efficiency, and condition, to keep the Generator system(s) in proper working order, consistent with the original manufacturer specifications and recommendations, unless no such equal item can be found, contractor shall refer to Obsolete Parts (Section 25).</p>	<p>Tasks may include:</p> <ul style="list-style-type: none"> ▪ Repair or replace the Generator system(s) parts or components with Original Equipment Manufacturer (OEM) or equivalent quality parts. ▪ Install and configure new parts or components according to the manufacturer's specifications. ▪ Dispose of old parts or components in an environmentally responsible manner, and consistent with local, state, and federal regulations. ▪ Provide Purchaser(s) with product information and warranty information for any parts or components that are replaced.

NON-SCHEDULED GENERATOR MAINTENANCE & REPAIR SERVICES		
TYPE	DESCRIPTION	EXAMPLES
Non-Emergency Service & Repairs	Purchaser requested unscheduled non-emergency service and/or repair of an improperly operating Generator system.	Tasks may include: <ul style="list-style-type: none"> • Troubleshooting and repairs consistent with the problem the purchaser had reported • May also consist of additional repairs needed that are related to the original reported problem.
*Parts Replacement	Repair or replace Generator system(s) parts or components, as necessary, based on age, efficiency, and condition, to keep the Generator system(s) in proper working order, consistent with the original manufacturer specifications and recommendations, unless no such equal item can be found, contractor shall refer to Obsolete Parts (Section 25).	Tasks may include: <ul style="list-style-type: none"> ▪ Repair or replace the Generator system(s) parts or components with Original Equipment Manufacturer (OEM) or equivalent quality parts. ▪ Install and configure new parts or components according to the manufacturer's specifications. ▪ Dispose of old parts or components in an environmentally responsible manner, and consistent with local, state, and federal regulations. ▪ Provide the Purchaser with product information and warranty information for any parts or components that are replaced.
Emergency Service & Repairs	At the Purchaser's request, unscheduled emergency service and/or repair of the improperly operating Generator system that requires prompt service and/or repair.	Emergency services & repairs are limited to the following: <ul style="list-style-type: none"> ▪ Diagnose and repair issues causing the Generator's system failure or inefficiency. ▪ See Parts Replacement above. ▪ Perform tests to ensure the Generator system is functioning properly after repairs.

**Parts Replacement.* In performing the services, Contractor shall provide only new replacement parts that are approved by the serviced Generator's manufacturer. If Contractor wishes to provide parts other than recommended by the Original Equipment Manufacturer (OEM), Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. Contractor shall use commercially reasonable efforts to procure replacement parts in the most expeditious manner available.

In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an “equal” item may be acceptable, provided advance written approval of the item is obtained from the Authorized User. If no such “equal” item can be found, the Contractor shall refer to Section 25, Obsolete Parts. Any parts, materials, components, and equipment provided by the Contractor during the final year Purchaser’s contract period shall be fully warranted for a one-year period from the date of installation.

Notwithstanding any provision to the contrary, the scope of this Contract (i.e., included Goods/Services) does NOT include the purchase of new Generator systems. Rather, the scope of this Contract is limited to servicing and repair of existing Generator systems.

2. **CONTRACTOR’S QUALIFICATIONS.** Contractor, including any subcontractor(s) engaged by Contractor to perform work pursuant to this Contract, shall satisfy the requirements identified below and ensure that all work performed pursuant to this Contract is performed by qualified personnel.

Licenses, Certifications, & Permits. Contractor shall ensure that Contractor, including any subcontractors utilized, has all applicable licenses, certifications, and permits to perform the Generator Maintenance and Repair Services included in this Contract. In addition, Contractor shall ensure that any work performed pursuant to this Contract is performed by personnel who have the required licenses, certifications, or permits necessary to perform such work. At Enterprise Services’ or Purchaser’s request, Contractor shall provide written proof of such licenses, certifications, and permits, including those from utilized subcontractors.

3. **CONTRACTOR’S PERFORMANCE RESPONSE TIME, & SCHEDULING CONTRACTOR SERVICE VISITS.**

- A. Contractor Performance Response Time. The following table details Contractor’s performance response time pertaining to Purchaser service requests.
- B. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Generator Services and inconvenience to users is absolutely minimized.
- C. Emergency Service Requests Response. Emergency Service Request is defined as a failure to run, or requests for immediate service in situations that are a threat to life, safety, continued operations, or would result in mission failure, and has the potential for injury, serious damage to property, or Equipment. Upon notification by the Purchaser of a situation, the Contractor will, by mutual agreement, immediately dispatch a technician. Emergency response time is counted from the end of the phone call requesting repair to when the Contractor’s Technician Mechanic(s) arrive onsite. Contractor will keep the Purchaser informed as to the Generator Technician Mechanic(s) estimated time of arrival and shall respond to all Emergency Service Requests in accordance with the following table of standards.
- D. Scheduling Contractor Service Visits. The following summary table identifies important information regarding the scheduling of Contractor’s service visits in response to Purchaser requests.

TYPE OF PURCHASER SERVICE REQUEST		SCHEDULING CONTRACTOR SERVICE VISITS	
		SCHEDULING**	NOTES
Scheduled Preventative Maintenance Services, Semi-Annual Inspections, Load Bank Testing, and Repairs		Unless otherwise requested in writing by Purchaser, Contractor shall use all available commercially reasonable efforts to schedule such service visit during normal business hours. *	At Purchaser's request, Contractor may schedule service visit outside of normal business hours, * in which case, Contractor labor shall be billed at the Overtime Rate.
Non-Emergency Service			
Emergency Service	Public	Generators that support and impact the Public Safety Radio Network used for 911 Emergency Services or related Emergency Support Services involving the General Public Welfare or any Hospitals determined by the purchaser, the Contractor shall respond immediately and be on site within one (1) hour (24x7) after a service request has been made unless otherwise agreed upon by the purchaser.	
	Non-Public	The Contractor shall be on site to perform all other emergency services within a four (4) hour (24x7) period unless otherwise agreed upon by the purchaser.	

* *Normal business hours:* Monday–Friday, 8 am – 5 pm (Pacific Standard)

***After normal business hours:* Monday–Friday, 5 pm – 8 am (Pacific Standard), Weekends, Holidays.

E.

PURCHASER SERVICE REQUEST TO CONTRACTOR FOR:		CONTRACTOR'S PERFORMANCE RESPONSE TIME		
		ACKNOWLEDGEMENT TIME**	SCHEDULE TIME***	RESOLUTION TIME****
		ACKNOWLEDGE PURCHASER'S REQUEST:	SCHEDULE SERVICE VISIT:	RESOLVE PURCHASER'S SERVICE REQUEST:
Scheduled Preventative Maintenance Services, Semi-Annual Inspections, Load Bank Testing, and Repairs		Within 3 Business Days	Within 7 Business Days of Purchaser's Request	Upon agreement with Purchaser based on issue diagnostics and, if applicable, parts availability
Non-Emergency Service & Repairs		Within 24 Business Hours	Within 72 Business Hours of Purchaser's Request	
Emergency Service & Repairs	Public	Within 1 Hour	Within 1 Hour of Purchaser's Request (24x7)	
	Non-Public	Within 4 Hours	Within 4 Hours of Purchaser's Request (24x7)	

** *Acknowledgement Time*: The time period for Contractor to acknowledge receipt of Purchaser's service request.

*** *Schedule Time*: The time period for Contractor to schedule and visit in response to Purchaser's service request, unless otherwise agreed upon by Purchaser

**** *Resolution Time*: The time it takes for Contractor to complete Purchaser's service request to Purchaser's satisfaction.

F. Customer Service.

CONTRACTOR CUSTOMER SERVICE:	DESIRED RESPONSE	TIMELINE
GENERAL CUSTOMER SERVICE	RESPONSE TIME FOR CONTRACTOR TO PROVIDE RESPONSES FOR GENERAL SERVICE QUESTIONS	CONTRACTOR SHALL RETURN PURCHASER’S CALLS, EMAILS, OR IF APPROVED BY PURCHASER, TEXTS AS SOON AS POSSIBLE BUT NOT TO EXCEED THREE (3) BUSINESS DAYS.
Contractor Acknowledgement of PO	Contractor will acknowledge purchase order requests within:	Three (3) Business Days
Request for Quote	Response time Contractor will respond to Purchaser’s Request for a Quote:	Seven (7) Business Days
Schedule Changes	Contractor will provide an adequate reschedule notice for any schedule changes	At least forty-eight business hours (48 HRS) advanced notice.
Contractor Points of Contract.	In the event of a change with the Contractor’s point of contact(s) the Contractor must inform the Contract Specialist	With fifteen (15) calendar days to ensure the information is updated and posted accordingly.
Contract Escalation.	In the event of an escalated issue. Contractor shall provide Purchaser with a status update on escalated invoice issues.	Every five (5) business days until resolved, not to exceed thirty (30) business days.
Contractor Invoicing Correction Commitment	In the event of an unresolved invoicing issue, Contractor shall provide Purchaser with a status update on escalated issues.	Every five (5) business days, to Purchaser until such issues are resolved.
Invoice Resolution.	In the event of an invoicing error. Contractor shall provide to the Purchaser a corrected invoice no later than.	Thirty (30) calendar days from the day the correction was requested.

4. CONTRACTOR QUOTE (ESTIMATE/PROPOSAL) REQUIREMENTS.

Contractor Quote. The pricing elements of the Quote must itemize and identify:

- # of Labor Hours and Labor Rates - Based on the rates and/or prevailing wage determination. Quotes must clearly outline the prevailing labor rate and percentage above the prevailing wage.
- Subcontractor, their actual rates, and % markup above actual costs.
- Parts required and the actual part cost, in addition to the % rate above actual costs.
- Authorized and allowable Fees (Permits, Tests, and Lab Analysis)
- Vehicle/Truck Charge Fee
- Schedule Preventative Maintenance, Semi-annual Inspections, and/or Load Bank Testing, actual rate and date, and/or scheduled date; Category 3 quotes for generators in excess of 1501KW will need to be quoted out on a case-by-case basis and have a detailed breakdown of all costs.
- If deemed not Easy Access, additional fees for labor and cables may apply and need to be detailed and easily identified on the quote. Easy Access is defined as 50 feet of cable and Line of Sight and is included in the quote price.
- Remote Location for fee for travel time/expenses may be applied if the site has been deemed a remote location.

The maximum amount the Contractor may quote for charges as set forth in **Exhibit B – Prices for Goods/Services**. On completion of all approved and authorized charges, Contractor shall submit to the Purchaser for payment an invoice detailing the charges.

5. PREVENTATIVE MAINTENANCE AND INSPECTION

Generator Services must be in accordance with the generator manufacturer’s maintenance manual, applicable regulations, and/or per relevant industry standards. Generator Services listed below, including, however, are not limited to the following.

A. SCHEDULED PREVENTIVE MAINTENANCE, SEMI-ANNUAL INSPECTIONS, LOAD BANK TESTING, AND REPAIR SERVICES

The Contractor shall, at a minimum, examine and perform all services to each generator in accordance with the manufacturer's guidelines and/or recommendations. All test equipment used shall be in current calibration.

B. CHECK IN

Upon arrival at each site, the Contractor shall check in with the purchaser or a designated representative prior to starting any type of service.

C. SCHEDULED PREVENTIVE MAINTENANCE, SEMI-ANNUAL INSPECTIONS

Shall be scheduled with minimal interruption to normal operations, and all systems should remain fully functional and in normal operating condition when the services are complete. Depending on the site, preventive maintenance or inspections, may need to be performed outside of normal business hours (i.e., not interfering with Purchaser’s operations).

After the contract is awarded, the Contractor selected by the Purchaser shall develop and maintain a maintenance log for each back-up generator. The Contractor shall also develop

and maintain a maintenance log for each back-up generator, listing all work performed, date serviced, and signature of technicians performing the work. This log shall be forwarded to the Purchaser POC responsible for the specific back-up generator location. A copy of the detailed log of the performance shall accompany each invoice.

The Contractor shall perform and complete scheduled preventative maintenance and/or Semi-annual inspections for each generator upon Purchaser's written request. Subject to the manufacturer's guidelines and recommendations, and when applicable, the following are minimum requirements for preventive maintenance, inspections, monthly load test, and load bank testing:

➤ **PRE-INSPECTION**

- a. Check engine, generator, radiator, guards, fittings, louvers, intake, exhaust, and overall system for debris, loose, or broken parts and corrosion.
- b. Make note of hour meter readings.
- c. Make note of any grease, oil, fluid leaks, and degrease and clean all foreign material on the generator as necessary.

➤ **GENERATOR**

- a. Generator and Control Panel
 - i. Visual inspection check for loose, broken, or damaged wiring or components. Lubricate generator bearings if required.
 - ii. Check the condition of all gauges - notify purchaser or designee if repair is necessary.
 - iii. Inspect brushes for proper tension and commutator/slip rings for wear when equipped.
 - iv. Check for phase unbalance, make recommendations to correct when observed and not properly operating.
 - v. Log voltage, frequency, and ammeter readings on inspection reports.
 - vi. Check alarm annunciator for proper operation.
 - vii. Inspect voltage regulator and associated control cabinets.
 - viii. Thermal Scan with infrared gun of control circuits and main conductors.
 - ix. Ensure all terminals/lugs are tightened during all scheduled maintenance, and no less than annually.
- b. Governor/ Speed Control
 - i. Inspect linkage and maintain oil level. Lubricate linkages as required.
 - ii. Inspect the stop solenoid.
- c. Engine Control Module
 - i. Check operation of the over crank, over speed, low oil pressure, high engine temperature, and low coolant level shutdown safety features.
 - ii. Validate Engine Operating via Self-Diagnostic/Test Menu. When applicable, depending on the available functions of the system.

➤ **BATTERY AND ALTERNATOR**

- a. Batteries and Alternator
 - i. Check specific gravity in each cell with a hydrometer (when applicable).

- ii. Check specific gravity for Cold Cranking Amps (CCA) and Percentage of battery life (when applicable).
- iii. Maintain electrolyte level. Fill cells with distilled water as necessary.
- iv. Inspect for damage or leakage. Clean and tighten terminals and connections as necessary.
- v. Perform load test (when applicable and/or at recommended frequency).
- vi. Record Battery charging amperage reading.
- vii. Check and note months left on battery warranty.

b. Battery Charges

- i. Check for proper operation – notify purchaser or designee if repair is necessary.

➤ **COOLING SYSTEM**

a. Cooling System

- i. Check for proper coolant level - top-off or change when required or recommended.
- ii. Check for signs of leakage.
- iii. Test antifreeze freeze point and cooling system conditioner with 4-way strips or electronic equivalent meter (with litmus paper, when/if applicable), top off conditioner if required, flush and replace when recommended.
- iv. Inspect hoses and belts. Visual inspection of all hoses for deterioration. Check the tightness of all hose connections.
- v. Fan drive pulley and fan check for loose or worn pulleys and lube fan drive bearing. Check the fan operation and clearance.
- vi. Take coolant sample for analysis.
- vii. Thermal scan with infrared gun of cooling system – record data.

b. Radiator Louvers

- i. Check for proper operation – lubricate per manufactures recommendations

c. Jacket Water Heater

- i. Check for clean, secure electrical connections, coolant leaks, and proper operation of heater - notify if any corrections are necessary.

d. Water Pump.

- i. Visual and operational. Inspect for leaks and/or unusual noises.

➤ **ENGINE**

a. Air Cleaner

- i. Inspect the indicator if equipped.
- ii. Check air intake system - replace filter(s) as recommended or when needed.
- iii. Inspect elements for dirt, debris, or other conditions which could inhibit airflow.

b. Engine Exhaust System

- i. Inspect for leaks, rusted silencer, and/or other defective components.

- ii. Inspect insulation and guards.
- iii. Inspect condensate trap.
- iv. Clean spark box if equipped.
- c. Fuel System
 - i. Inspect for leaks and drain water separator.
 - ii. Check fuel level in tanks (if accessible) and compare them with gauges and add fuel as necessary
 - iii. Notify purchasers or designee if fuel supply was insufficient.
 - iv. Inspect line-up of all valves and/or automatic fuel transfer system.
 - v. Change fuel filters and bleed fuel system – when recommended or as necessary. Clean primary filter screen.
 - vi. Check fuel supply pump, inspect for proper operation, and check for leakage.
 - vii. Check for proper manufacturer’s specified operating fuel pressure.
 - viii. Check fuel shutdown valve for proper operation.
 - ix. Check fuel lines and connections. Inspect for tight connections. Check line brackets.
 - x. Check fuel tank(s) for rust and corrosion. If diesel check if fuel is viable. At the Purchasers request, use fuel stabilizers on generators, including units that have fuel polishers.
- d. Belts
 - i. Visually inspect for fray, broken, brittle, cracked, or loose belts (alternator, fan, drive, etc.)
- e. Engine Lubrication System
 - i. Check the oil level - top off up to 1 gallon if applicable. Use of synthetic oil and grease are preferred).
 - ii. Change at the required intervals or per the manufacturer's recommendations. Purchaser may be billed under the Part/Materials (MSRP COST + % Above)
 - iii. Inspect for leaks.
 - iv. Inspect the crankcase breather system and lube oil pan heater.
 - v. Check for proper manufacturer’s specified operating oil pressure – record readings.
 - vi. Take oil sample for analysis.
- f. Engine Operation:
 - Start engine and complete the following checks:
 - i. Leaks and Noises
 - Check for leaks and/or unusual noises.
 - ii. Stop Engine
 - Check for proper cool down cycle timing.
 - iii. Safety Shutdown and Alarm
 - Test all safety shutdowns and alarms for proper operation, including any remote annunciation.
 - iv. Instrumentation

- Inspect all instruments and gauges for proper operation.
 - Check that all switches are in proper position for automatic start.
 - Check and record performance levels (during loaded run).
 - Check Frequency and Voltage readings.
 - Newer electronic panels, review and report troubles and alarms. If available, download information or manually record.
- **TRANSFER SWITCH (EITHER EXTERNAL OR INTERNAL WITHIN A BUILDING/COMPLEX SERVED)**
- a. Inspect all connections for tightness and chaffing.
 - b. Check operation of all timing relay systems.
 - c. Check the calibration of the under-voltage sensor, reset pickup, and drop out voltage as necessary.
 - d. Check calibration of over-voltage sensor and measure time delay - adjust as necessary.
 - e. Check calibration of frequency sensor, band width, and time delay - adjust as necessary.
 - f. Monitor operation of linear motor during power transfer – when possible.
 - g. Check calibration of optional control modules (3-wire start, programmed transition signal, etc.).
 - h. Check the operation of exercise clock and reset when necessary or as requested by the purchaser or designee.
 - i. Carefully inspect all connections and wiring for signs of overheating or chafing – make recommendations as necessary.
 - j. Insure switch alignment in accordance with desired operating characteristics.
 - k. Instruct purchaser or designee in day-to-day upkeep of switch and generator.
 - l. Thermal scan with infrared gun of all connection points internal to the automatic transfer switch.
 - m. Thermal scan with infrared gun of the AC distribution panel.
- **CATEGORY 3 1501KW OR LARGE GENERATOR**
- If a 1501 KW or larger Preventive Maintenance, Semi-Annual Inspection and/or Load Bank Test is requested, the Contractor shall submit a quote to the Purchaser for the Purchaser’s written approval.
- **FINAL INSPECTION**
- a. Ensure all switches in the automatic position are set “for power failure.”
 - b. Verify generator circuit breakers are in the proper position.
 - c. Verify fuel valves are in the proper position.
 - d. Check and Service block heater. Confirm block heater, battery charger, etc. are in the “on” position.
 - e. Secure doors, panels, etc.
 - f. Check out with the purchaser or designee.

6. REPAIR SERVICES

Repair services include maintenance of generator systems that are not operating properly and require immediate repair or service to return them to proper working order consistent with original manufacturer specifications and recommendations. Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Purchaser to obtain written approval to proceed.

Equipment covered by OEM warranty will be repaired under the warranty first. Repairs to the generator outside of the OEM warranty shall be made under the terms of the Contract.

- a. If a repair is requested or troubleshooting is required, the Contractor shall submit to the Purchaser, for their written approval, detailing all itemized parts, labor rates itemized, and all other costs itemized estimate or quote of the Contractor's cost to perform the repair and/or service not covered under the Purchaser's Purchase Order. No repairs shall be made by the Contractor without prior written authorization and Purchase Order was issued by the purchaser or designee.
- b. All repair services shall include everything necessary to complete the repair.
- c. In the event the equipment needs to be overhauled or rebuilt, the Contractor shall consult with the purchaser or designee to discuss all repair options, lead-time, pricing, and prior to proceeding, the Contractor must have a written Purchaser Order.
- d. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from **Exhibit B – Prices for Goods/Services**. Contractor shall bill labor at the regular hourly rate from **Exhibit B – Prices for Goods/Services**. On completion of all approved and authorized repair work, Contractor shall submit to the Purchaser for payment an invoice detailing the nature of the work performed and related charges.

7. LOAD BANK TESTS

Contractor shall perform load bank testing and provide Purchaser with the load bank testing report that contains comprehensive test results. Load bank testing produces artificial loads on the generators by bringing the engine to an appropriate operating temperature and pressures to verify all primary components of the generator system are in proper working condition, consistent with original manufacturer specifications and recommendations. Contractor and Purchaser shall establish an agreement to cover the specific tasks and frequency of load bank testing services for Purchaser's generator system. To be performed upon written request of Purchaser only. Load bank tests must be completed according to NFPA requirements as well as local fire marshal regulations. Load Banks Tests may also be based on the manufacturer's recommended intervals and/or when a Purchaser requests. Load Bank Tests may include three types: Resistive, Inductive, and/or Capacitive.

Contractor shall bill labor at the Easy Access Load Bank Test hourly rate from **Exhibit B – Prices for Goods/Services**. On completion of all approved and authorized services, Contractor shall submit to the Purchaser for payment an invoice detailing the nature of the work performed and related charges.

Note:

- Pricing for Load Bank tests, in **Exhibit B – Prices for Goods/Services** is based on a maximum cable run of 50 feet. Purchasers requiring Load Bank tests that include additional cable runs (over 50 feet), must obtain a price quote from the Contractor.

- Easy Access is defined as a Load Bank Test for the generator based on general parking for the load bank testing unit, and not exceeding the applicable 50 feet of standard cable. Medium access is defined as additional cable length ranges while maintaining Line of Sight (LOS) with the generator unit. Difficult Access is defined as being beyond both easy and medium access with regards to distance from the unit, LOS, and/or the need for additional service personnel; Purchaser must obtain a price quote from the Contractor.
- Contractor will note the time of load transfer, keep track of the amount of hours that have been run on the generator during the test, check and record performance levels (during the loaded run), check Frequency and Voltage readings.
- In the event of an emergency power loss, the contractor will take immediate steps to secure load bank testing and place the generator back into service to provide emergency power to the building/unit. All efforts will be made to avoid any damage, failures, or degradation of the building's/unit's systems in this process.
- Contractor will file all required documentation with the required authorities as well as provide a copy of the recorded Load Bank Test to the Purchaser for their records.

8. OIL, FUEL, DIESEL, AND COOLANT, CONFIDENCE TESTING AND ANALYSIS, AND PERMITS AND/OR LAB COSTS

Oil and coolant analysis shall be performed by a certified laboratory capable of performing spectrochemical analysis for that particular fluid. Contractor or laboratory shall provide maintenance recommendations based on the results determined by the analysis. A copy of the full analysis report shall be accessible through the contractor's or laboratory's website by the purchaser or designee. In the event the analysis report is not accessible electronically, the Contractor or laboratory shall submit a hard copy or email a copy of the report to the purchaser or designee within one (1) week after the final results have been determined.

Fuel (Standard and Advanced) and Diesel Testing and Analysis as requested or required by OEM/Purchaser/NFPA 110.

Analysis and testing to be completed according to NFPA test procedure and requirements for the type of general being analyzed and tested.

The maximum amount the Contractor may charge for Fees as set forth in **Exhibit B – Prices for Goods/Services**. On completion of all approved and authorized Flat Rate, Contractor shall submit to the Purchaser for payment an invoice detailing the nature of the test performed and related charges.

9. PARTS

- Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from **Exhibit B – Prices for Goods/Services**. Contractor shall bill labor at the regular hourly rate from **Exhibit B – Prices for Goods/Services**. On completion of all approved and authorized repair work, Contractor shall submit to the Purchaser for payment an invoice detailing the nature of the work performed and related charges.
- The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts and multi-year replacement parts. The Contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the Contractor is expected to have emergency parts availability at no additional cost to the state in a reasonable length of time (24 hours) to minimize equipment down time.

- Rental Standby Generator: There may be a need for a back-up generator. At Purchasers request, the Contractor must have the ability to provide a standby/rental generator set that is equivalent in capacity to the back-up generator that is being serviced. The Contractor shall provide rental fee pricing in their T&M % mark up when quoting. (Fuel, transportation, and set up are the responsibility of the Contractor as well as tear down and return of the rented equipment). Purchasers may arrange their own equipment rentals. In this instance, the rental equipment is the responsibility of the Purchaser, not the Contractor.

10. SITE MAINTENANCE

- Before acceptance of the work by the Contractor and upon completion of the work by the Contractor, the work site shall display a clean work environment and be cleared of equipment, unused materials, and/or other debris.
- The Contractor shall always keep the work site clean and free from rubbish and debris.
- Equipment, tools, and other materials shall be removed from the site when they are no longer necessary.

11. PRODUCT DISPOSAL

Contractor shall properly dispose and/or recycle all used or defective material, in accordance with local, state, and federal regulations, at the Contractor’s facility or recycle center when performing services unless the purchaser or designee requests otherwise. This includes all reports and manifests associated with tracking the “product disposal” to its final deposition. Contractor, if requested by Purchaser, must provide chain of custody with written documentation and details of the disposal method to Purchaser within 30 calendar days.

12. WASTE OIL

Disposal of all “waste oil” will be the responsibility of the contractor. Waste oil will consist of Petroleum, Oils, and Lubricants (POL) removed from any piece of equipment that is a part of this specification. Since the State is concerned with protecting the environment, all POLs removed from serviced equipment will be classified as “waste oil” and it be disposed of within the guidelines of the state, local, and federal regulations, including US Environmental Protection Agency (EPA) regulations. Although not specifically qualified as “waste oil”, all coolants and other Volatile Organic Compounds, are also expected to be disposed of following the same regulation and guidelines. This includes all reports and manifests associated with tracking the “waste oil” to its final deposition. Contractor, if requested by Purchaser, must provide chain of custody with written documentation and details of the disposal method of “waste-oil” disposal to Purchaser within 30 calendar days.

13. QUALITY ASSURANCE

The Contractor shall establish a shared information service tracking system, such as a system, excel, or word document that can be obtained or access by the purchaser or designee which records and documents all the services performed during the contract period for each generator.

The tracking system, excel, or written documentation shall have the ability to locate a record based on inputting pertinent information such as make, model, serial number, date the problem was reported, service date, technician's name, purchase order number, quote number, Contractor’s work order, and/or by a brief description.

14. DOCUMENTATION – CHECKLISTS, FORMS, AND REPORTS

SERVICE REPORTS. Contractor, upon completion of any work pursuant to Purchaser's Purchase Order under this Contract, shall provide Purchaser with a detailed service report that, at a minimum, provides the following:

- Provide Service Report to Purchaser's contact within one (1) week of each generator service performed.
- Date, time of service, and address/location where service is performed.
- Generator Make, Model, Serial Number, KWs, and Unit run hours. Description of service work performed (e.g., inspection, testing, repair, parts replacement) and total labor hours if applicable.
- Load Bank Test results and records compliant with local fire marshal inspection standards (if conducted).
- Lab Test results when available (after any analysis is conducted)
- Battery Health Readings and Charge (if conducted).
- List of replaced parts, if any, and, if the replacement part(s) included instructions and/or warranty information, whether such information was left with the Generator Equipment, provided to Purchaser's representative, or will be delivered to Purchaser.
- Recommendations for future maintenance or repairs.

The Contractor shall provide the purchaser or designee requesting service with a checklist and/or standard documents/procedures used in a typical inspection or preventive maintenance prior to performing services at that location. (Contractor shall provide samples and/or examples of their checklists to be attached to the contract.)

The Contractor shall prepare a service report detailing all work performed for all services. The report shall be legible, completed by the service technician, and delivered or forwarded to the purchaser or designee within a forty-eight-hour (48) period. The report shall be to the satisfaction of the purchaser or designee and may require, but is not limited to, the following information:

- Date of Service
- Date the Generator was last serviced/tested. (if applicable)
- Contractor's Technician's Name and Phone Number
- Purchaser's Name or Designee Name
- Arrival Time
- Departure time
- Site Name and Generator Location
- Generator Manufacture Information
- Manufacturer Name
- Model No.
- Serial No.
- Volts
- Phase
- Amps
- KW/KVA
- Engine Manufacture Information
- Manufacturer Name
- Model No.

- Serial No.
 - Hours (When Applicable)
 - Battery Condition
 - Battery Warranty Remaining
 - Fuel Type
 - Scope of work
 - Summary of the Work Performed (Identifying the probable cause for the required repair).
 - Parts Breakdown
 - A Summary of Recommendations/Concerns
 - A maintenance inspection checklist
 - Oil and Coolant analysis Report and Recommendations (when applicable)
- a. When required, the Contractor shall submit to the local Fire Department and cc the purchaser or designee the appropriate confidence test form and/or Inspection Report.
 - b. Each jurisdiction may have different rules on the appropriate reporting procedures. The Contractor shall be responsible for obtaining the confidence test form from the appropriate Fire Department jurisdiction where the generator is located.

15. VEHICLE/TRUCK CHARGE

The Contractor may charge an additional fee for a Vehicle/Truck Charge if approved by the Purchaser in the purchase order. Costs associated with this Vehicle/Truck Charge cannot be charged to Purchaser for all Scheduled Preventative Maintenance, Semi-annual Inspections, and Load Bank Test Visits. The maximum amount is the price ceiling that the Contractor may charge for vehicle/truck charges as set forth in ***Exhibit B – Prices for Goods/Services***.

This fee may include fuel, mileage, vehicle maintenance, the use of specialized equipment, and any miscellaneous truck stock consumable items required to perform services. This is a charge that may be added as a line item on proposals/quotes.

16. REMOTE LOCATIONS FEE

The Contractor may charge an additional fee for travel to a remote location only if approved by the Purchaser, listed as a line item on the purchase order. Costs associated with this remote travel may be charged after 1 hour of travel has passed and must be at or below the Contractor's hourly rate as set forth in ***Exhibit B – Prices for Goods/Services*** and shall cover the round-trip. Examples of remote sites include sites that are difficult to access, rugged terrain, isolated conditions, one-lane unpaved mountain roads, or sites with limited infrastructure etc.

17. SUBCONTRACTOR RATE

Costs associated with subcontractor rates may be charged as % above the actual costs for the Subcontractor % Markup Rate as set forth in ***Exhibit B – Prices for Goods/Services***. The subcontractor percentage markup encompasses all necessary labor costs, including prevailing wage obligations.

When Subcontractors are engaged for any portion of the labor, the prime contractor's markup should not be applied again on top of the subcontractor's charges. This is to prevent any duplication of markup on the same labor costs. Contractor must provide detailed markup information for all subcontracted laborers to ensure compliance with this requirement. Contractor shall provide a copy of the Subcontractor invoice to Purchaser.

18. ID BADGES

Certain Purchasers may require that the Contractor's service technicians working onsite at specific locations obtain any provided ID badge prior to performing any type of service. Certain locations and facilities may require before any individual be allowed on site, either: Real ID, enhanced ID, DOD ID, passport, passport card, proof of current registration, insurance, and vehicle tabs. Contractor shall work with Purchaser regarding credential and access requirements prior to the service date.

Obtaining and returning the provided ID badges shall be coordinated between the purchaser or designee and the Contractor.

All provided ID Badges shall be worn by the Contractor's personnel while performing work at those designated sites.

*As of May 2025, Federal policy mandates that contractors needing routine physical or logical access to federal facilities or systems must obtain a Personal Identity Verification (PIV) card, in accordance with [Homeland Security Presidential Directive 12 \(HSPD-12\)](#). [Federal Credentialing Services](#).

19. EMERGENCIES

Emergency Service Request is defined as a request for immediate service in situations that are a threat to public health and safety and have potential for injury, or serious damage to property or equipment, or could result in mission failure. The Purchaser will notify the Contractor of a situation, and by mutual agreement Contractor will immediately dispatch a technician, depending on the reported situation.

The Contractor's time to appear On-site, investigate, and troubleshoot the reason for the emergency service will be billed under the T&M rates as defined in the Contractor's ***Exhibit B – Prices for Goods/Services***.

20. MAINTENANCE AND REPAIR EXCEPTIONS

The only circumstance where the Repairs are **not** included in the Scheduled Preventative Maintenance Service NTE Rate may be corrected by Contractor with a prior written estimate from Contractor and with a Purchaser-issued Purchaser Order. All parts required for the repairs will be paid on either a time and material (T&M) or not-to-exceed basis as defined in the Contractor's proposal. The Contractor will be paid only for repairs that Purchaser issued a Purchase Order.

21. TIME AND MATERIAL ("T&M")

A Time and Materials (T&M) proposal to Repair/replace materials that are not covered by the Scheduled Preventative Maintenance plan. The Contractor shall submit a T&M proposal along with an itemized quote for material and labor to the Purchaser for any additional repair work. The Purchaser will decide how to proceed with all repairs. The Purchaser may proceed with the repairs using Contractor, Purchaser staff, or other contracted labor. No work should commence without the prior written approval of the Purchaser. Purchaser shall review and approve (signature of the Purchaser designee) for each item replaced/repaired/supplied under the T&M allowance.

Any incurred cost over the approved “Not to Exceed” amount will not be paid. The Contractor may contact the Purchaser to discuss the Repair before submitting the T&M proposal. If the Purchaser approves the T&M proposal, the Contractor will be given written notification of the approved T&M proposal by the Purchaser to proceed with the work.

22. REPLACEMENT PARTS

The Contractor shall provide all replacement parts and equipment. A replacement part is a piece of the equipment; the equipment may be made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Generator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an “equal” item may be acceptable, provided advance written approval of the item is obtained from the Purchaser. If no such “equal” item can be found, the Contractor shall refer to Section 23, Obsolete Parts. Any parts, materials, components, and equipment provided by the Contractor during the final year Purchaser’s contract period shall be fully warranted for a one-year period from the date of installation.

In performing the Generator Services, Contractor agrees to provide only manufacturer-approved parts used by the manufacturers of the Generator for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the Generator. If Contractor wishes to provide parts or lubricants other than recommended by the Generator manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval

Contractor shall make commercially reasonable efforts to procure replacement parts in the most expeditious manner available.

23. OBSOLETE PARTS

Obsolete Parts shall be defined as the inability to purchase, and/or otherwise repair, parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components, or assemblies of equivalent design and functionality are available.

In the event of component obsolescence, as defined in above paragraph, the condition shall be reported to the Purchaser with the following information:

- A.** Alternative equipment, or component parts renewal options, for the restoration of the system due to obsolescence:
- B.** Procurement and installation time for restoration of system service:
- C.** Any safety code requirements that will be triggered by the alternative equipment, or component renewal (i.e., including filing, tests, and approvals):

Contractor(s) shall provide written documentation if the replacement part is no longer available and determined to be obsolete, and that the Contractor has exhausted all research in obtaining such replacement parts to include manufacturer statement or information on obsolete parts. Such research would be the review of all firms, local supply firms, including other Equipment contractor’s

must also be researched for availability of replacement parts. Contractor should also research options of rebuilding, refurbished and/or aftermarket parts as well as checking with other Companies before seeking and sourcing brand new and/or before an upgrade. If the replacement part is available and approved by the Purchaser in writing, Contractor shall invoice the Purchaser the cost plus mark up for such replacement part. Contractor shall provide all documentation of the replacement costs. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement, Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

Any necessary Repairs for obsolescence work shall be submitted under the Time and Material (T&M) section. The Contractor shall submit a T&M proposal to the Purchaser for approval prior to performing any T&M repairs. The T&M proposal must include a detailed explanation of the obsolescence part, the alternative equipment or component, and any necessary retrofitting required. The approval and payment of the T&M proposal repair shall be based on the following:

- All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the purchaser to do otherwise. Contractors are highly encouraged to offer any like substitute product(s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the purchaser exists. In all cases, the purchaser may require the submission of written specifications and/or product samples for evaluation prior to any approval.
- If an alternate replacement part is available Contractor shall provide all documentation of the replacement costs to the Purchaser. If Contractor installs a replacement part different than the Original Equipment Manufacturer (OEM), the Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.
- The cost of the alternative equipment, or component parts, necessary for repairs or retrofitting, to replace an obsolete part, shall be listed in a T&M proposal and will be listed in detail as a material cost subject to the material cost markup for Purchaser approval.
- Any additional labor hours and costs necessary for any modifications, retrofits, and other additional work deemed necessary to install the replacement of obsolete parts, or renewal components, that are above and beyond the time that would be normally necessary for installing a standard manufacturer's replacement part or component, to complete the repairs.

PRICES FOR GOODS/SERVICES

Building Service Employees (Generator Maintenance, Repair, and Parts Services) Wage type indicated in the table below				Base Prevailing Wage Journey level Rates		LNI Rates	
Region	County	General Labor Rates for Repair Services (Normal Working Hours)	General Labor Rates for Repair Services (After Hours)	Electricians- Labor Normal Working Hours Rate (PW+(PW**%))	Electricians- Labor After Hours Rate (PW+(PW**%))	Mechanic (Technician) - Labor Normal Working Hours Rate (PW+(PW**%))	Mechanic (Technician) - Labor After Hours Rate (PW+(PW**%))
		Scored	Scored	Scored	Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Benton	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Columbia	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Franklin	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Garfield	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Kittitas	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Walla Walla	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%
SOUTH CENTRAL	Yakima	\$ 150.00	\$ 200.00	0.00%	0.00%	89.00%	89.00%

NOT TO EXCEED RATES (NTE)

Region	County	Electrician Subcontractor % Markup	Mechanical Subcontractor % Markup	Parts: (% Above Actual Cost)	Permits (% Above Cost)	Standard Fuel Sample Test (NTE Flat Rate) Above Actual Cost	Advanced Fuel Sample Test (NFPA 110 Requirement) (NTE Flat Rate Above Actual Cost)	Oil Lab Analysis (NTE Flat Rate)
		Not Scored	Not Scored	Scored	Scored	Scored	Scored	Scored
SOUTH CENTRAL	Asotin	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Benton	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Columbia	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Franklin	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Garfield	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Kittitas	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Walla Walla	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00
SOUTH CENTRAL	Yakima	20%	30%	30%	25%	\$ 300.00	\$ 500.00	\$ 200.00

NOT TO EXCEED RATES (NTE)

Region	County	Coolant Lab Analysis (NTE Flat Rate)	Confidence Testing (NTE Flat Rate)	Vehicle/Truck Charge (NTE Flat FEE)
		Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 175.00	\$ 600.00	\$ 700.00
SOUTH CENTRAL	Benton	\$ 175.00	\$ 550.00	\$ 500.00
SOUTH CENTRAL	Columbia	\$ 175.00	\$ 600.00	\$ 500.00
SOUTH CENTRAL	Franklin	\$ 175.00	\$ 550.00	\$ 500.00
SOUTH CENTRAL	Garfield	\$ 175.00	\$ 600.00	\$ 700.00
SOUTH CENTRAL	Kittitas	\$ 175.00	\$ 600.00	\$ 700.00
SOUTH CENTRAL	Walla Walla	\$ 175.00	\$ 575.00	\$ 500.00
SOUTH CENTRAL	Yakima	\$ 175.00	\$ 600.00	\$ 600.00

CAT 1
NOT TO EXCEED RATES

		<u>CAT 1</u> <u>NOT TO EXCEED RATES</u>					
Region	County	0-20KW Scheduled Preventative Maintenance Service NTE Flat Rate	0-20KW Semi-Annual Inspection NTE Flat Rate	0-20KW Load Bank Test Hourly NTE Flat Rate	21-50KW Scheduled Preventative Maintenance Service NTE Flat Rate	21-50KW Semi-Annual Inspection NTE Flat Rate	21-50KW Load Bank Test Hourly NTE Flat Rate
		Scored	Scored	Scored	Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 900.00
SOUTH CENTRAL	Benton	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 800.00
SOUTH CENTRAL	Columbia	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 850.00
SOUTH CENTRAL	Franklin	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 800.00
SOUTH CENTRAL	Garfield	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 850.00
SOUTH CENTRAL	Kittitas	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 900.00
SOUTH CENTRAL	Walla Walla	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 850.00
SOUTH CENTRAL	Yakima	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 900.00

CAT 1
NOT TO EXCEED RATES

Region	County	0-20KW Scheduled Preventative Maintenance Service NTE Flat Rate	0-20KW Semi-Annual Inspection NTE Flat Rate	0-20KW Load Bank Test Hourly NTE Flat Rate	21-50KW Scheduled Preventative Maintenance Service NTE Flat Rate	21-50KW Semi-Annual Inspection NTE Flat Rate	21-50KW Load Bank Test Hourly NTE Flat Rate
		Scored	Scored	Scored	Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 900.00
SOUTH CENTRAL	Benton	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 800.00
SOUTH CENTRAL	Columbia	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 850.00
SOUTH CENTRAL	Franklin	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 800.00
SOUTH CENTRAL	Garfield	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 850.00
SOUTH CENTRAL	Kittitas	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 900.00
SOUTH CENTRAL	Walla Walla	\$ 850.00	\$ 550.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 850.00
SOUTH CENTRAL	Yakima	\$ 1,000.00	\$ 700.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 900.00

CAT 1
NOT TO EXCEED RATES

Region	County	51-100KW Scheduled Preventative Maintenance Service NTE Flat Rate	51-100KW Semi-Annual Inspection NTE Flat Rate	51-100KW Load Bank Test Hourly NTE Flat Rate	101 - 200KW Scheduled Preventative Maintenance Service NTE Flat Rate	101 - 200KW Semi-Annual Inspection NTE Flat Rate	101-200KW Load Bank Test Hourly NTE Flat Rate
		Scored	Scored	Scored	Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 1,350.00	\$ 850.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 650.00
SOUTH CENTRAL	Benton	\$ 1,200.00	\$ 800.00	\$ 475.00	\$ 1,350.00	\$ 950.00	\$ 625.00
SOUTH CENTRAL	Columbia	\$ 1,200.00	\$ 800.00	\$ 475.00	\$ 1,350.00	\$ 950.00	\$ 650.00
SOUTH CENTRAL	Franklin	\$ 1,350.00	\$ 800.00	\$ 475.00	\$ 1,500.00	\$ 1,000.00	\$ 625.00
SOUTH CENTRAL	Garfield	\$ 1,350.00	\$ 850.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 650.00
SOUTH CENTRAL	Kittitas	\$ 1,350.00	\$ 850.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 650.00
SOUTH CENTRAL	Walla Walla	\$ 1,350.00	\$ 850.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 650.00
SOUTH CENTRAL	Yakima	\$ 1,350.00	\$ 850.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 650.00

CAT 1
NOT TO EXCEED RATES

Region	County	201 - 400KW Scheduled Preventative Maintenance Service NTE Flat Rate	201 - 400KW Semi-Annual Inspection NTE Flat Rate	201-400KW Load Bank Test Hourly NTE Flat Rate
		Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 1,700.00	\$ 1,150.00	\$ 800.00
SOUTH CENTRAL	Benton	\$ 1,600.00	\$ 1,100.00	\$ 775.00
SOUTH CENTRAL	Columbia	\$ 1,700.00	\$ 1,100.00	\$ 800.00
SOUTH CENTRAL	Franklin	\$ 1,600.00	\$ 1,150.00	\$ 775.00
SOUTH CENTRAL	Garfield	\$ 1,700.00	\$ 1,150.00	\$ 800.00
SOUTH CENTRAL	Kittitas	\$ 1,700.00	\$ 1,150.00	\$ 800.00
SOUTH CENTRAL	Walla Walla	\$ 1,700.00	\$ 1,150.00	\$ 800.00
SOUTH CENTRAL	Yakima	\$ 1,700.00	\$ 1,150.00	\$ 800.00

CAT 2
NOT TO EXCEED RATES

Region	County	401 - 550KW		401-550KW		551 - 750KW		551 - 750KW		551-750KW	
		Scheduled Preventative Maintenance Service NTE Flat Rate	401 - 550KW Semi-Annual Inspection NTE Flat Rate	401-550KW Load Bank Test Hourly NTE Flat Rate	Scheduled Preventative Maintenance Service NTE Flat Rate	551 - 750KW Semi-Annual Inspection NTE Flat Rate	551-750KW Load Bank Test Hourly NTE Flat Rate				
		Scored	Scored	Scored	Scored	Scored	Scored	Scored	Scored		
SOUTH CENTRAL	Asotin	\$ 1,850.00	\$ 1,250.00	\$ 1,000.00	\$ 2,625.00	\$ 1,400.00	\$ 1,150.00				
SOUTH CENTRAL	Benton	\$ 1,750.00	\$ 1,200.00	\$ 900.00	\$ 2,500.00	\$ 1,350.00	\$ 1,100.00				
SOUTH CENTRAL	Columbia	\$ 1,850.00	\$ 1,200.00	\$ 1,000.00	\$ 2,650.00	\$ 1,350.00	\$ 1,150.00				
SOUTH CENTRAL	Franklin	\$ 1,750.00	\$ 1,250.00	\$ 950.00	\$ 2,500.00	\$ 1,400.00	\$ 1,100.00				
SOUTH CENTRAL	Garfield	\$ 1,850.00	\$ 1,250.00	\$ 1,000.00	\$ 2,675.00	\$ 1,400.00	\$ 1,150.00				
SOUTH CENTRAL	Kittitas	\$ 1,850.00	\$ 1,250.00	\$ 1,100.00	\$ 2,700.00	\$ 1,400.00	\$ 1,150.00				
SOUTH CENTRAL	Walla Walla	\$ 1,850.00	\$ 1,250.00	\$ 1,000.00	\$ 2,600.00	\$ 1,400.00	\$ 1,150.00				
SOUTH CENTRAL	Yakima	\$ 1,850.00	\$ 1,250.00	\$ 1,000.00	\$ 2,600.00	\$ 1,400.00	\$ 1,150.00				

		<u>CAT 2</u> <u>NOT TO EXCEED RATES</u>		
Region	County	751 - 1,200KW		
		Scheduled Preventative Maintenance Service NTE Flat Rate	751 - 1,200KW Semi-Annual Inspection NTE Flat Rate	751KW -1,200KW Load Bank Test Hourly NTE Flat Rate
		Scored	Scored	Scored
SOUTH CENTRAL	Asotin	\$ 4,450.00	\$ 1,550.00	\$ 1,300.00
SOUTH CENTRAL	Benton	\$ 4,375.00	\$ 1,500.00	\$ 1,250.00
SOUTH CENTRAL	Columbia	\$ 4,500.00	\$ 1,550.00	\$ 1,300.00
SOUTH CENTRAL	Franklin	\$ 4,400.00	\$ 1,500.00	\$ 1,250.00
SOUTH CENTRAL	Garfield	\$ 4,500.00	\$ 1,550.00	\$ 1,300.00
SOUTH CENTRAL	Kittitas	\$ 4,550.00	\$ 1,550.00	\$ 1,300.00
SOUTH CENTRAL	Walla Walla	\$ 4,500.00	\$ 1,550.00	\$ 1,300.00
SOUTH CENTRAL	Yakima	\$ 4,500.00	\$ 1,550.00	\$ 1,300.00

CAT 3
NOT TO EXCEED RATES

Region	County	1,201KW - 1,500KW Scheduled Preventative Maintenance Service NTE Flat Rate	1,201KW - 1,500KW Semi-Annual Inspection NTE Flat Rate	1,201KW -1,500KW Load Bank Test Hourly NTE Flat Rate	1,501KW and Larger Scheduled Preventative Maintenance Service & 1,501KW and Larger Semi- Annual Inspection & 1,501KW and Larger Load Bank Test
		Scored	Scored	Scored	Yes/No (Not Scored)
SOUTH CENTRAL	Asotin	\$ 3,700.00	\$ 1,700.00	\$ 1,400.00	Yes
SOUTH CENTRAL	Benton	\$ 3,300.00	\$ 1,600.00	\$ 1,350.00	Yes
SOUTH CENTRAL	Columbia	\$ 3,700.00	\$ 1,700.00	\$ 1,400.00	Yes
SOUTH CENTRAL	Franklin	\$ 3,300.00	\$ 1,600.00	\$ 1,350.00	Yes
SOUTH CENTRAL	Garfield	\$ 3,700.00	\$ 1,700.00	\$ 1,400.00	Yes
SOUTH CENTRAL	Kititas	\$ 3,700.00	\$ 1,700.00	\$ 1,400.00	Yes
SOUTH CENTRAL	Walla Walla	\$ 3,700.00	\$ 1,700.00	\$ 1,400.00	Yes
SOUTH CENTRAL	Yakima	\$ 3,700.00	\$ 1,700.00	\$ 1,400.00	Yes

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured conditions.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage, including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: descontractsteamcedar@des.wa.gov

Note: The Email Subject line must state:

Contract Insurance Certificate – Statewide Contract No. 06225 – Generator Maint., Repair, and Parts SRVCS

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *









Master Contract Template

Final Audit Report

2026-04-09

Created:	2026-04-09
By:	David Hallock (david.hallock@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-TSPB68n9ZE_rLQXzu5eHpvn1goW8Mj

"Master Contract Template" History

-  Document created by David Hallock (david.hallock@des.wa.gov)
2026-04-09 - 2:14:28 PM GMT
-  Document emailed to Ryan Walker (ryan@pelicanpwr.com) for signature
2026-04-09 - 2:14:37 PM GMT
-  Email viewed by Ryan Walker (ryan@pelicanpwr.com)
2026-04-09 - 7:56:20 PM GMT
-  Document e-signed by Ryan Walker (ryan@pelicanpwr.com)
Signature Date: 2026-04-09 - 8:00:04 PM GMT - Time Source: server
-  Document emailed to Julie Hannah (julie.hannah@des.wa.gov) for signature
2026-04-09 - 8:00:06 PM GMT
-  Email viewed by Julie Hannah (julie.hannah@des.wa.gov)
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-  Document e-signed by Julie Hannah (julie.hannah@des.wa.gov)
Signature Date: 2026-04-09 - 8:02:03 PM GMT - Time Source: server
-  Agreement completed.
2026-04-09 - 8:02:03 PM GMT