

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201911040

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505020
Contract or Grant Administrator:	Rob Ney
Contractor's / Agency Name:	Status Electrical Automation Systems
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>RFP/Q 19-75</u> Cost Center: <u>Various</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>43,314.53</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>43,314.53</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: This contract service agreement between Whatcom County and Status Electrical Corporation is for the Security Electronics and DVMS System Support and Maintenance in the Main Jail, Jail Work Center, Juvenile and Facilities Management.	
Term of Contract:	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: <u>Dee Ebergson</u>	Date: <u>11/16/19</u>
	2. Attorney signoff: <u><i>[Signature]</i></u>	Date: <u>11/19/19</u>
	3. AS Finance reviewed: <u><i>[Signature]</i></u>	Date: <u>11/20/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>11-18-19</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>11-27-19</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>12-3-19</u>
	8. Executive signed: _____ ✓	Date: <u>12-4-19</u>
	9. Original to Council: _____ ✓	Date: <u>12-10-19</u>

COUNTY ORIGINAL

Whatcom County Contract No.
201911040

CONTRACT FOR SERVICES AGREEMENT
Security Electronics and DVMS System Support
& Maintenance Agreement

Status Electrical Corporation, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 10,
- Exhibit A (Scope of Work), pp. 11 - 15,
- Exhibit B (Compensation), pp. 16 - 19,
- Exhibit C (Proposal), pp. 20 - 32.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence ten days following the issuance of Notice to Proceed, and subject to authorized adjustments, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is for the: Security Electronics Support and Maintenance Proposals for the Whatcom County Main Jail, Work Release Center, Juvenile and Facilities Management as more fully and definitively described in attached Exhibits. The language of Exhibit C controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement shall not exceed \$43,314.53. **The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.**

The Contractor agrees to keep records of all financial matters pertaining to this agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the County or the Washington State Auditor's Office for audit, at such reasonable times and places as the County shall designate.

Whatcom County's contract administrator for this agreement is the Administrative Services - Facilities Project & Operations Manager, 3720 Williamson Way, Bellingham WA 98226. All work will be scheduled through the Administrative Services Facilities Manager or his/her designee.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18 day of Nov, 2019.

CONTRACTOR:

[Signature]
David Kovacs, Division Manager

PROVENCE OF British Columbia
CITY OF Langley) ss.

On this 18 day of NOV, 2019, before me personally appeared to me David Kovacs, known to be the Division Manager of Status Electrical Corporation and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]
Deanna G. Eberysou
Print Name
NOTARY PUBLIC in the State of Washington, residing at
Bilham. My commission expires 12-29-2022.

WHATCOM COUNTY:

Approved as to form:

Cee 11/19/19
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

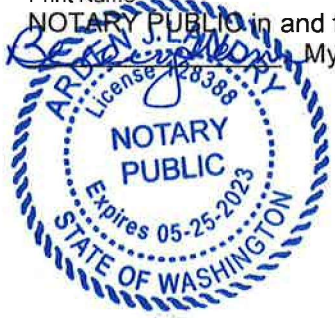
By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 14th day of Dec, 2019 before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
ARDEN LANDRY
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at [Signature] My commission expires 05-25-2023



CONTRACTOR INFORMATION:

Status Electrical Corporation

Address:
PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Mailing Address:
PO Box 69 Ste A
2669 Deacon Street
Abbotsford BC V2T 6Z4

Contact Name:
David Kovacs, Division Manager

Contact Phone:
(604) 859-1892

Contact Email:
dkovacs@statusautomation.com

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified in the quote documents, during the agreement period. The County will furnish no material, labor, or facilities, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing prior to the commencement or continuation of work. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding: In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

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

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

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

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

Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

32.1 Confidentiality:

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

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall have a A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Agreement or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater:

- Property Damage per occurrence - \$500,000
- General Liability & Property Damage for bodily injury per occurrence - \$1,000,000
- Aggregate - \$2,000,000
- Business Comprehensive Automobile Liability - \$1,000,000 Minimum, per occurrence
\$2,000,000 Minimum, Annual Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

A Certificate of Insurance and endorsements must identify Whatcom County, employees, officers, agents, officials and volunteers as additional insureds. Contractor's subcontractors must provide a Certificate of Insurance and endorsements naming Whatcom County, employees, officers, agents, officials and volunteers as additional insureds. The Contractor's Insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. The Insurance policy shall provide coverage on an occurrence basis. The County must be notified immediately of any cancellation of the policy or change in insurer carrier. Contractor must submit certificate of insurance and endorsements as described above to the County prior to the commencement of any work on this project. The County must be notified immediately of any cancellation of the policy or change in insurer carrier. Contractor shall immediately provide a copy to the County of the certificate and endorsements when there is a change in insurance carrier or when their policy is renewed so that the County maintains a current copy of the Contractor's policy with the required certificate and endorsements.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

- A. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Participation by County – No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

Survival of Contractor's Indemnity Obligations. The Contractor agrees all Contractors' indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

- B. In any and all claims against the County or its agents by any employee of the Contractor, the indemnification obligation of subparagraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under workers' or workmen's compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives any immunity the Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that foregoing waiver has been mutually negotiated by the parties.
- C. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this paragraph, whether or not suit was instituted.
- D. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.
- E. The Contractor agrees all Contractor indemnity obligations shall survive the completion, expiration or termination of this Agreement.

34.4 Performance Bond:

The Contractor shall furnish a duly executed Performance Bond upon a form furnished by the County within ten calendar days following receipt of the Notice of Intent to Award. The bond shall be executed by a surety or sureties who are acceptable to the County and the penal amount of the bond shall be in an amount equal to the Contract Sum and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, sexual orientation or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

**Rob Ney, Project & Operations Manager
Whatcom County AS-Facilities Management
3720 Williamson Way
Bellingham WA 98226**

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, but shall not have the power to award punitive damages. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

43.1 Venue and Choice of Law:

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

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

EXHIBIT "A"
(SCOPE OF WORK)

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Main Jail**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys

- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0

- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0

- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates

- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 4 hours on site

- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support

- Arxys Storage
 - Arxys support with online tech support and advanced replacement parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Work Release Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Pelco SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software Status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Modicon PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 2 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Support
 - ~~Arxys Support with online tech support and advance replacement of parts~~
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the **Whatcom County Juvenile Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys

- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software Status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 2 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates

- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the **Whatcom County Facilities Management Site**:

- DVMS System
 - DVMS
 - Genetec Security Desk
 - Dell Directory and Archiving Server
 - Dell Extended Warranty
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
 - Applicable to 2018 Unit Only

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics review
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 1 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

EXHIBIT "B"
(COMPENSATION)

The Contract Number shall be included on all billings and correspondence.

The maximum consideration of for this agreement is \$43,314.53.

Invoices detailing and services must be submitted to:
 Whatcom County Facilities Management Office
 3720 Williamson Way
 Bellingham WA 98225

Whatcom County Jail			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$5,880.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,960.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System and off site backups for recovery		
		1 year SSE SMA Cost:	\$2,500.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$7,360.00
		Subtotal Main Jail	\$18,800.00

Whatcom County Work Release Center			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 2 hours support per month, 1 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,160.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,320.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	HMI System off site backups for recovery		
	Phone Support		
		1 year SSE SMA Cost:	\$1,000.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
			\$2,430.00
	Genetec SMA Sep 2020 – Sep 2021		\$1,822.00
		Subtotal Work Release	\$9,832.00

Whatcom County Juvenile			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,640.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,080.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$2,200.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (Jun – Dec 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$1,900.00
		Subtotal Juvenile	\$8,920.00

Whatcom County Facilities Management		
Tech Support:		
All systems 5/8 online/phone support – On call stand by		
Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
	Basic Support:	\$1,200.00
On site diagnostic review		
Performed 1x yearly		
	On site review:	\$250.00
DVMS Storage Array		
1 year Array Extended Warranty Gold Support		
	Gold Support:	\$850.00
DVMS Software SMA		
Provides for updates and service packs during the year		
Genetec Tech support phone line		
Installation of SP's if deemed necessary		
Status Phone support		
Genetec SMA prepaid to 2022		
	1 year SSE SMA Cost:	\$0.00
	Subtotal Facilities Mgmt	\$2,300.00

Whatcom County Main Jail Subtotal	\$18,800.00
Whatcom County Work Release Center Subtotal	\$ 9,832.00
Whatcom County Juvenile Subtotal	\$ 8,920.00
Whatcom County Facilities Management Subtotal	\$ 2,300.00
TOTAL OF AGREEMENT	\$39,852.00 not including applicable tax

Variable Costs:

Additional On Site Support
 Provide onsite support as requested by client \$150.00/hr.
 Overtime rates outside normal working hours apply at 1.5 base rate.



Corporate Office
2669 Deacon Street
Abbotsford BC V2T 6L4
(604) 859-1892

Aldergrove Automation Office
100 - 3193 262nd Street
Aldergrove BC V1W 2Z6
(604) 859-8470

Seattle District Office
14900 Interurban South, Suite 271
Seattle WA 98168
(877) 859-1892

Whatcom County

**Main Jail
Juvenile
Work Release**

**Security Electronics and DVMS System Support and
Maintenance Proposal 2020**

Jan 1 – Dec 31

Rev:0

EXHIBIT "C"

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the

Whatcom County Main Jail:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues

- Advise of corrective actions necessary
- Check window logs, equipment logs, advise of any noticeable pending failures
- Max 4 hours on site

- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support

- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts

- HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary

- Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates

- PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Work Release Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - ~~DXL DCC and DCE Appliances~~
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Modicon PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 2 hours on site

- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
 - Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
 - HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
 - Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
 - PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support
-

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

The Security Electronics components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the **Whatcom County Juvenile Center**:

- DVMS System
 - DVMS
 - Status Automation SSE 5.0 Genetec SDK
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
- HMI System
 - Fixed HMI (Touchscreen) System
 - Servers
 - Viewers
 - Software
 - GE Cimplicity
 - Status Automation SSE 5.0
 - SMA SSE 5.0
- Intercom System
 - Intercom and Paging
 - DXL DCC and DCE Appliances
 - Master Intercom
 - Software
 - Software status Automation SSE 5.0
 - SMA SSE 5.0
- PLC System
 - Door Control and Alarming
 - Omron PLC
 - Software
 - Status Automation SSE 5.0

Proposal Outline – Scope

All systems as noted above:

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics and preventative maintenance
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures

- Max 2 hours on site
 - DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
 - Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts
 - HMI (Fixed Touchscreen) System
 - Provide SSE 5.0 support
 - SA SSE 5.0 support
 - SA SSE 5.0 updates and service packs
 - Provide Tech support on Cimplicity HMI Base package including SIM updates if deemed necessary
 - Intercom System
 - Provide SSE 5.0 support and updates
 - Provide DXL Firmware and Software service packs and updates
 - PLC System
 - Provide SSE 5.0 support and updates+
 - Provide Omron troubleshooting and support
-

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

Costs Summary

Whatcom County Jail			
Tech Support:			
All systems 5/8 online/phone support – On call stand by			
Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates			
			Basic Support:
			\$5,880.00
On site diagnostic review			
Performed 1x yearly			
			on site review:
			\$1,960.00
HMI Software (SSE 5.0) SMA			
Provides for updates and service packs during the year			
HMI, Cimplicity, Drivers			
Phone Support			
HMI System off site backups for recovery			
			1 year SSE SMA Cost:
			\$2,500.00
DVMS Storage Array			
1 year Array Extended Warranty Gold Support (June – Dec. 2020)			
			Gold Support:
			\$1,100.00
DVMS Software SMA			
Provides for updates and service packs during the year			
Genetec Tech support phone line			
Installation of SP's if deemed necessary			
Status Phone support			
DVMS System off site backups for recovery			
			1 year SSE SMA Cost:
			\$7,360.00
			Subtotal Main Jail
			\$18,800.00

Whatcom County Work Release Center			
Tech Support:			
All systems 5/8 online/phone support – On call stand by			
Maximum 2 hours support per month, 1 hour (min) increments, additional time billable at hourly rates			
			Basic Support:
			\$2,160.00
On site diagnostic review			
Performed 1x yearly			
			On site review:
			\$1,320.00
HMI Software (SSE 5.0) SMA			
Provides for updates and service packs during the year			
HMI, Cimplicity, Drivers			
HMI System off site backups for recovery			
<i>Phone Support</i>			
			1 year SSE SMA Cost:
			\$1,000.00

DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (June – Dec. 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
			\$2,430.00
	Genetec SMA Sept 2020 - Sept 2021		\$1,822.00
		Subtotal Work Release	\$9,832.00

Whatcom County Juvenile			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$2,640.00
	On site diagnostic review		
	Performed 1x yearly		
		On site review:	\$1,080.00
HMI Software (SSE 5.0) SMA			
	Provides for updates and service packs during the year		
	HMI, Cimplicity, Drivers		
	Phone Support		
	HMI System off site backups for recovery		
		1 year SSE SMA Cost:	\$2,200.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support (June – Dec. 2020)	Gold Support:	\$1,100.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	DVMS System off site backups for recovery		
		1 year SSE SMA Cost:	\$1,900.00
		Subtotal	\$8,920.00

Whatcom County Main Jail Subtotal	\$18,800.00
Whatcom County Work Release Center Subtotal	\$ 9,832.00
Whatcom County Juvenile Subtotal	\$ 8,920.00
TOTAL OF AGREEMENT	\$37,552.00

Variable Costs:

Additional On Site Support

Provide onsite support as requested by client
Overtime rates outside normal working hours apply at 1.5 base rate

\$150.00/hr.



Corporate Office
2669 Deacon Street
Abbotsford BC V2T 6L4
(604) 859-1892

Aldergrove Automation Office
100 - 3193 262nd Street
Aldergrove BC V1W 2Z6
(604) 859-8470

Seattle District Office
14900 Interurban South, Suite 271
Seattle WA 98168
(877) 859-1892

Whatcom County

Facilities Management

DVMS System Support 2020
Jan 1 – Dec 31
Rev.0

Whatcom County Facilities Management Site:

- DVMS System
 - DVMS
 - Genetec Security Desk
 - Dell Directory and Archiving Server
 - Dell Extended warranty
 - Arxys Storage Array
 - Extended support and advance parts replacement by Arxys
 - Applicable to 2018 Unit only

Proposal Outline – Scope

- Provide for phone technical support and diagnostics – to assist site personal in troubleshooting/repair
 - Telephone/Email
 - Provide 5/8 technical support (hotline)
 - Response time:
 - Initial contact – under 2 hours
 - Phone tech support for action – under 4 hours
 - Maximum 4 hours support per month, 2 hour (min) increments, and additional time billable at hourly rates
- Provide once yearly on site diagnostics review
 - Attend site, review equipment condition, wear, heating/filtration issues
 - Advise of corrective actions necessary
 - Check window logs, equipment logs, advise of any noticeable pending failures
 - Max 1 hours on site
- DVMS System
 - Provide Support of Genetec Integration drivers
 - Provide Genetec SMA and SMA support
- Arxys Storage
 - Arxys Support with online tech support and advance replacement of parts

Emergency Call out/requested site attendance (as approved)

- On Site call out support
 - Provide 24/7 emergency call out support
 - Emergency
 - In the event of an incident that causes the system to need immediate emergency repairs and the cause cannot be patched or repaired on line.
 - Anticipated response time is 6 hours HMI/PCL specialty support if critical

Costs Summary

Whatcom County Facilities Management			
Tech Support:			
	All systems 5/8 online/phone support – On call stand by		
	Maximum 4 hours support per month, 2 hour (min) increments, additional time billable at hourly rates		
		Basic Support:	\$1,200.00
	On site diagnostic review		
	Performed 1x yearly		
		on site review:	\$250.00
DVMS Storage Array			
	1 year Array Extended Warranty Gold Support	Gold Support:	\$850.00
DVMS Software SMA			
	Provides for updates and service packs during the year		
	Genetec Tech support phone line		
	Installation of SP's if deemed necessary		
	Status Phone support		
	Genetec SMA prepaid to 2022		
		1 year SSE SMA Cost:	\$0.00
		Subtotal Main Jail	\$ 2,300.00

Variable Costs:

Additional On Site Support

Provide onsite support as requested by client

\$150.00/hr.

Overtime rates outside normal working hours apply at 1.5 base rate

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

RECEIVED

NOV 27 2019

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Rob Ney, Project & Operations Manager

RE: Contract – Security Electronics and DVMS System Support & Maintenance Agreement

DATE: November 21, 2019

Enclosed for your review and signature are two (2) originals of the Agreement between Whatcom County and Status Electrical Corporation for the purpose of Security Electronics and DVMS System Support & Maintenance Agreement for the Whatcom County Main Jail; Jail Work Center, Juvenile Facilities and Facilities Management; 311 Grand Avenue, Public Safety Building, 2030 Division Street and 3720 Williamson Way; Bellingham, Whatcom County, WA.

▪ **Background and Purpose**

This contract is to provide Technical support, On-site maintenance and phone support for the Security Electronics and DVMS for the Juvenile Detention Facility, Main Jail, Jail Work Center and Facilities Management.

The Jail, Jail Work center and Juvenile detention facilities include the Intercom systems, PLC's and PC for Door and Lock controls, Plus the Genetec Camera systems that are interfaced with the main Security Controls that include Servers, Network switches, KVM and audio servers.

The Facilities CCTV Security system includes all Cameras, Servers, Work Stations, Network Switches and Network Support, Plus support for the Genetec Camera system software.

▪ **Funding Amount and Source**

This project is approved by three regular budgets. The Main Jail and Jail Work Center will be funded from the Jail Fund. Juvenile Detention and Facilities Management will be funded by Facilities regular budget. Any shortfall in the budget will result in budget transfers from other accounts within the regular budget.

Funding needed for this contract is \$43,314.53, including tax.

▪ **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5378, if you have any questions or concerns regarding the terms of this agreement.

Enclosures
