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Meeting Date: August 20, 2014  
Staff Contact: Anthony Montoya, Chief Engineer, Water Resources Division

**TITLE: C-14-20 – Approval of Agreement with Eaton Corporation - Oil Filled Transformer Testing at Water Authority Facilities**

**ACTION: Recommend Approval**

**SUMMARY:**

This item is for approval to enter into an agreement with Eaton Corporation to draw and analyze oil samples on transformers at the Water Authority facilities.

The Water Authority is using an existing GSA Contract (#GS07F-9460G) for this contract. The Water Authority will contract with Eaton Corporation until the GSA contract expires on February 28, 2014.

As part of the ongoing effort to improve operational reliability through Asset Management, routine transformer testing is needed to ensure that the equipment is operating as designed. The goal is to identify units that are past their intended useful life through this testing and either have them rehabbed or replaced so that operational downtime is minimized at the Water Authority's critical facilities.

**FISCAL IMPACT:**

The agreement with Eaton Corporation to perform the transformer oil testing and analysis for the Water Authority facilities is \$190,772.44. This amount is based upon the testing of approximately 212 oil filled transformers at a unit price of \$841.00 each. The total contract amount may increase based upon the actual number of transformer oil testing and analysis performed by Eaton Corporation for the Water Authority.

**AGREEMENT  
BETWEEN THE  
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY  
AND  
EATON CORPORATION**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority") and Eaton Corporation, an Ohio corporation with offices located at 560 N. 54<sup>th</sup> St, Ste 3, Chandler, AZ 85226 (hereinafter referred to as the "Contractor").

**RECITALS**

**WHEREAS**, the Water Authority wishes to draw and analyze oil samples on distribution pad mount transformers located at various Water Authority owned sites throughout the city of Albuquerque and Bernalillo County; and

**WHEREAS**, the Contractor currently provides said services in accordance with GSA Contract #GS-07F-9460G, which is attached hereto as Exhibit A and incorporated herein as part of this Agreement; and

**WHEREAS**, the Contractor is able to provide such services at a cost and in a timeframe in accordance with Water Authority goals and objectives.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services:** The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the Water Authority:
  - A. Provide services to draw and analyze oil samples on distribution pad mount transformers located at the San Juan Chama Surface Water Treatment Plant, Ground Water Pump Station and Wells and Reservoirs, Southside Water Reclamation Plant, Lift Stations and Storm Pumping Stations and any other Water Authority sites throughout the Albuquerque area as needed. There are a total of approximately 212 transformers to be tested.
    - 1) The per Transformer testing shall include the following recommend Oil Sample Test: Dissolved Gas Analysis, Particle Count, Oxidation Inhibitor, Furanic Compound Analysis, Moisture Content, Color/Visual Exam, Dielectric D-1816, Power Factor @25C, Interfacial Tension and Acid Number. Testing services do not include any other testing, cleaning or maintenance.

- 2) The testing shall be performed on site during a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, the Water Authority must contact the Contractor. Weekend, holiday or work conducted after regular working hours will require an amendment to this Agreement in accordance with Section 16 to adjust the price accordingly.
- 3) Estimated per unit price is based upon the assumption that Oil Samples ports are installed on Transformer Drain Valve and no additional parts are needed to draw the Oil Sample.
- 4) Equipment will have to be de-energized before drawing samples and estimated per unit price includes the required qualified (NM EL1-J) manpower to operate isolating switches to de-energize the power. Power off will be verified by Contractor's qualified manpower and then re-energize the equipment once oil sampling is done.
- 5) Replacement parts and additional labor required to perform any repairs necessary for proper operation of Water Authority equipment will be accomplished exclusively with Water Authority written direction and authorization. Contractor will correct minor deficiencies that require no special tools, parts, and the like, and take a minimal amount of time to perform.

B. Safety Training of Contractor's Field Personnel:

- 1) All of Contractor's field personnel are to have received training to comply with OSHA CFR1910.269 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards shall be in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) must be issued by the Contractor to all Contractor field personnel working on Water Authority facilities.
- 2) The Water Authority is responsible to ensure that any supporting plant personnel be fully trained in safety and provided with the appropriate personnel protective equipment.

C. Safety Arc-Flash Provisional Statement: Water Authority supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the Services under this Agreement.

D. The Contractor shall provide a complete and comprehensive engineering report to include findings, test data and recommendations after completion of the work.

E. Contractor's Responsibilities:

- 1) Contractor will obtain authorization in advance before performing any additional work. In these cases, Contractor will provide services on a time and material basis. Contractor will provide a listing of all applicable skills classifications that apply to the execution of this contract, and identify the hourly rates (both straight time and overtime) that will apply for the duration of the contract. Contractor will also indicate escalation if applicable and, in addition, provide a definition of when overtime rates apply.
- 2) Contractor will provide the Water Authority with a minimum notice of 72 hours of intent to service any equipment.
- 3) Contractor shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- 4) Contractor will provide and install safety locks, as required, and in accordance with the facility safety guidelines.
- 5) Contractor will perform voltage test and install necessary circuit/equipment safety grounds to assure safe working conditions.
- 6) Upon completion of work:
  - a) Contractor will remove safety grounds installed by Contractor.
  - b) Contractor will remove safety locks installed by Contractor.

F. The Water Authority will be responsible for the following:

- 1) Providing free access to equipment within each facility.
- 2) Ensuring that all equipment is available at the agreed upon arrival time of Contractor's personnel, including removal from service to permit continuous progression of work.
- 3) Identifying site contact for the project.
- 4) Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- 5) Ensuring that all circuits to be de-energized have been clearly identified and that all Water Authority plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- 6) Providing the Contractor with a place to receive and unload replacement equipment, test equipment or other supplies.

- 7) Providing special tools supplied by equipment manufacturers.
2. **Time of Performance:** Services of the Contractor shall commence upon execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by February 28, 2017. This Agreement may be extended in accordance with extensions to the above-referenced GSA contract, upon written agreement of the parties.
3. **Compensation and Method of Payment:**
- A. **Compensation.** For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of **One Hundred Ninety Thousand Seven Hundred Seventy-Two and 44/100 Dollars (\$190,772.44)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services. The total compensation amount may be adjusted higher or lower based on the actual number of transformers tested.
- B. **Method of Payment for Services.** Payments for Services shall be at the rate of **Eight Hundred Forty-One and 00/100 Dollars (\$841.00) per transformer** in accordance with the rate schedule attached to Exhibit A, GSA Contract #GS-07-9460G, which rates are exclusive of gross receipts taxes, payable upon completion and acceptance by the Water Authority of the final report. Any applicable gross receipt taxes will be computed and added as a separate item to the billing. Payments shall be made upon receipt by the Water Authority of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.
- C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. In such event, the Contractor shall be entitled to receive just and equitable compensation for: amounts payable to the Contractor's subcontractors or other third parties for work then in progress under this Agreement; or, Services already completed hereunder, less payments of compensation for any of the foregoing previously made.

4. **Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
  
5. **Personnel:**
  - A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Water Authority.
  
  - B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
  
  - C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of the Agreement.
  
6. **Liability:** The Contractor and the Water Authority agree that as between the parties under this Agreement, each party shall be responsible for liability arising from personal injury, loss or damage to person or property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (NMSA 1978, Sections 41-4-1 et seq.) and any amendments thereto. This paragraph is intended only to define the liabilities between the Water Authority and the Contractor, the provisions contained herein are not intended to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit for wrongful death, bodily and/or personal injury, damage to property, and/or any other claim whatsoever based upon or pursuant to the provisions of this Agreement.
  
7. **Insurance:** The Contractor shall procure and maintain at its expense until final payment by the Water Authority for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to

the Risk Manager, Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, Albuquerque, New Mexico 87103-0568, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the Water Authority shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

- A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$3,000,000	Per Occurrence
\$5,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the Water Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. **Automobile Liability Insurance.** An automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.
- C. **Professional Liability Insurance.** Professional liability insurance in an amount not less than \$3,000,000.00 per claim and in the aggregate.
- D. **Workers' Compensation Insurance.** Workers' compensation insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
- E. **Increased Limits.** If, during the term of this Agreement, the Water Authority requires the Contractor to increase maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
8. **Discrimination Prohibited:** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

9. **ADA Compliance:** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
10. **Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement, but in no event shall disclosure consist of any Contractor proprietary cost or financial data or information. Notwithstanding any provision in this Agreement to the contrary, the Water Authority shall not be responsible to Contractor in the event disclosure of any proprietary information is ordered by a court of competent jurisdiction pursuant to the New Mexico Inspection of Public Records Act (§§ 14-2-1 et seq., NMSA 1978). Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the Water Authority.
11. **Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
12. **Audits and Inspections:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
13. **Conflict of Interest; Governmental Conduct Act:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.



14. **Publication, Reproduction and Use of Material:**
- A. **Warranty.** The Contractor represents and warrants that the materials developed under this Agreement (hereinafter referred to as the “Work”), are original and do not and will not infringe any existing copyright; that the Work has not heretofore been published; and that to the best of the Contractor’s knowledge, it contains no libelous or other unlawful matter. The Contractor shall defend, indemnify and hold harmless the Water Authority against any claim, action, suit or proceeding of any kind brought against the Water Authority and its officials, agent or employees by reason of any violation of proprietary right or copyright by, or any unlawful matter contained in, the Work.
- B. **Rights to Materials.** Water Authority shall own the Work provided under this Agreement by Contractor, but Contractor shall continue to be the sole and exclusive owner of all intellectual property rights embodied in the Work. Water Authority shall be the sole and exclusive owner of all intellectual property rights embodied in products developed specifically and exclusively for Water Authority by Contractor and not normally made available to others by Contractor as a normal part of Contractor’s business. Water Authority’s rights to any Work developed under this Agreement are limited to the extent that such Work is used for its intended purpose, or for resell and repair purposes. Water Authority shall have no right, title or interest in and to the Work for the purpose of remanufacture.
15. **Compliance with Laws:** In performing the Services required herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.
16. **Changes:** The Water Authority may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.
17. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority therein.
18. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the

option of the Water Authority, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

19. **Termination for Convenience of Water Authority:** The Water Authority may terminate this Agreement at any time without cause and for the convenience of the Water Authority by giving at least ten (10) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. In such event, the Contractor shall be entitled to receive just and equitable compensation for: amounts payable to the Contractor's subcontractors or other third parties for work then in progress under this Agreement; or, Services already completed hereunder, less payments of compensation for any of the foregoing previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
22. **Force Majeure:** Neither party shall be liable for any failure of or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God or acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, or labor disputes. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from said acts.
23. **Warranty:** Contractor warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. Contractor shall correct the Services, which do not so conform, upon notification in writing by the Water Authority within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Contractor, Contractor assumes no responsibility with respect to the suitability of the Water Authority's equipment or with respect to any latent defects in

the same. This warranty does not cover damage to Water Authority's equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Water Authority will, at its cost, provide Contractor with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Contractor may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Contractor shall be notified of, and may be present at, all tests that may be made. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTIES OF TITLE AND AGAINST PATENT INFRINGEMENT. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND WATER AUTHORITY'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE WATER AUTHORITY ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

24. **Limitation of Liability:** THE REMEDIES OF WATER AUTHORITY SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF CONTRACTOR TO COMPLY WITH ITS OBLIGATIONS. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF WATER AUTHORITY OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED \$1,000,000 (One Million Dollars).
25. **Applicable Law:** This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Albuquerque Bernalillo County Water Utility Authority.
26. **Approval Required:** This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

**IN WITNESS WHEREOF**, the Water Authority and the Contractor have executed this Agreement on the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**CONTRACTOR:  
EATON CORPORATION**

Approved By:

\_\_\_\_\_  
Mark S. Sanchez, Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
John M. Stomp III, Chief Operating Officer

Date: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
Charles W. Kolberg, General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State Taxation and Revenue Department  
Taxpayer Identification No.: \_\_\_\_\_

Federal Taxpayer Identification No.  
\_\_\_\_\_

**EXHIBIT A**  
**GSA Agreement No. GS-07F-9460G**