



Federal Engineering, Inc.

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

BASIC SERVICE AGREEMENT

AGREEMENT made this 25th day of September 2018 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030, (hereinafter called "**FE**") and the County of Washoe (hereinafter called the "**Client**").

The period of performance of this Agreement, for the purpose of issuing task orders hereunder, is from September 25, 2018 to June 30, 2023. This agreement may be extended by mutual agreement by both parties, in writing.

Subject to the provisions herein, **FE** shall in accordance with task orders issued hereunder, perform tasks in the general area of telecommunications, information technology, and management consulting services.

1. STATEMENT OF WORK: **FE** will complete the work as describe in its Statement of Work with **Client**.

The **Client** may, from time to time, issue additional written Task Orders under this agreement which will specify: (a) the statement of work to be performed; (b) security requirements, if any; (c) ceiling price or amount of the order including all charges and travel authorizations, if any; and (d) any other applicable instructions. Said Task Orders will incorporate this agreement by reference. Where a conflict exists between the terms of any Task Order and the terms of this Agreement the terms of this Agreement shall control.

2. CLIENT OBLIGATIONS: Nothing herein shall be construed as an obligation of the **Client** to issue any additional tasks hereunder and the limit of the **Client's** duties shall extend only to the initial work and such additional task orders as it may issue. Additional task Orders, when issued, are subject to review and acceptance by **FE**, which shall accept by signing in the space so provided and returning a copy of the Task Order.

3. COMPENSATION: **FE** will be compensated in accordance with the terms and conditions as describe in its Statement of Work with **Client**.

For any additional fixed price Task Orders, **FE** will submit invoices in accordance with the agreed upon milestone schedule showing the tasks that have been completed. For any additional time and materials Task Orders, **FE** will submit invoices in accordance with the rates and terms indicated in Schedule A of its Statement of Work. Unless stated otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. INDEPENDENT CONTRACTOR: **FE** shall be deemed at all times to be an independent Contractor. Neither **FE** nor its personnel shall at any time, or for any purpose be considered employees or agents of the **Client**. **Client** is hereby contracting with **FE**

for the services described in the Task Order and **FE** is not required to perform the services during a fixed hourly or daily time and if the services are performed at the **Client's** premises, then **FE's** time spent at the premises is to be at the discretion of **FE**; subject to the **Client's** normal business hours and security requirements. **FE** hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to **FE** to enable **FE** to perform the services required hereunder. The services shall be performed by **FE** and the **Client** shall not be required to hire, supervise or pay any assistants to help **FE** perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of **FE** subject to compliance with the task order. Except to the extent that **FE's** work must be performed on or with **Client's** computer or **Client's** software, all materials used in providing the services shall be provided by **FE**. **FE** shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this agreement. The **Client** understands and agrees that as an independent contractor, **FE** does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the **Client**.

5. WARRANTY: **FE** hereby warrants to the **Client** that the firm is not under any obligation, contract, or agreement, nor has the firm previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent **FE** from giving, and the **Client** from receiving, the full benefit of the firm's consulting services. **FE** makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose or merchantability. In no event shall **FE** be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to **FE** in advance or could have been reasonably foreseen by **FE**, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to **Client** shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.

6. PROPRIETARY INFORMATION: **FE** hereby agrees that at all times both during the term of this Agreement and three (3) years after termination thereof, **FE** will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" by the **Client**. **FE** under the terms of this agreement will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the **Client**, in writing. Nothing herein shall be construed as to preclude **FE** in engaging in any occupation or endeavor which will not directly or indirectly involve the proprietary information of the **Client**.

FE's obligations with respect to handling and using proprietary information as set forth in this agreement are not applicable to: (1) Information that at the time of disclosure under this agreement is either known to **FE** or disclosed in existing literature or patents or is in any other way in the public domain; (2) Information that after disclosure under this agreement becomes known to **FE** by independent discovery or by casual observation or analysis of information provided by a third party; (3) Information that after disclosure under this agreement becomes known to **FE** from a source other than the **Client** without breach of any obligation by the disclosing party; (4) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (5) Information available in the public domain

7. RELEASE OF INFORMATION: **FE** shall not make any public release of information in any medium concerning this agreement without prior review and approval by the **Client**. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the **Client** for approval, which shall not be unduly withheld.

8. TERMINATION OF AGREEMENT: Either party may terminate this Agreement without cause or penalty upon thirty (30) days written notice to the other. In addition, **Client** reserves the right to terminate the resulting Agreement at any time the successful Respondent fails to carry out the provisions. However, **Client** shall agree to give the successful Respondent prior notice of any deficiencies in performance, and shall state reasons for the deficiencies if known to **Client**. If, within thirty (30) days after receipt of such notice of deficiencies, the successful Respondent fails to cure the conditions stated to be deficient, **Client** may terminate the Agreement.

- A. **Client** shall further reserve the right to cancel the resulting Agreement for cause, and without prior notice on evidence that the successful Respondent shall be adjudicated bankrupt, or is in receivership, or has made an assignment to creditors of the successful Respondent, or on evidence of any other indication that the financial and/or legal situation of the successful Respondent shall preclude the ability of the successful Respondent to continue to provide services as agreed upon.
- B. Upon termination all work completed and all work in progress, whether in printed form or electronic format shall become the property of Client and shall be delivered promptly upon demand.

Should **Client** terminate this agreement while work is in progress, **FE**, upon receipt of the notice shall stop all work as quickly as practical. **Client** shall be responsible for all labor and expenses incurred by **FE** up until work actually terminates.

9. ASSIGNMENT: Neither party shall assign or transfer this Agreement without written consent of the other party.

10. APPLICABLE LAW AND EXCLUSIVE FORUM: The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

11. COMPLIANCE WITH APPLICABLE LAWS: **FE** agrees to comply with all applicable laws, statutes, and orders of the United States Government and any State or political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this agreement.

12. SET OFF: The **Client** agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. FUNDING OUT CLAUSE: **Client** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

14. NON-SOLICITATION: **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with **FE**. **Client** further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the **Client** hire any employee, agent, or consultant of **FE**, that **FE** is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.

15. WAIVER: The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.

16. FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

17. ATTORNEYS FEES: If the **Client** should breach any term, condition or obligation created by this Agreement, then **FE** shall be entitled to be reimbursed for all of its reasonable attorneys' fees, court costs, litigation fees, transcript costs, deposition costs, and other related litigation and non-litigation costs incurred by **FE**.

18. CONSTRUCTION: Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. NON-ASSIGNMENT: **FE** may not assign or delegate any rights or obligations hereunder without first obtaining advance written consent of **Client**.

20. INSURANCE AND INDEMNIFICATION REQUIREMENTS: See Exhibit A.

21. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements both oral and in writing and contains all the terms and conditions of this transaction. All

modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.

22. EFFECTIVE DATE: This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

FEDERAL ENGINEERING, INC.

CLIENT

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit A

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT PROFESSIONAL SERVICE AGREEMENTS TELECOMMUNICATIONS, INFORMATION TECHNOLOGY, AND MANAGEMENT CONSULTING SERVICES

INDEMNIFICATION

CONSULTANT Liability

As respects negligent acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their CONSULTANT services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any negligent acts or omissions of CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONSULTANT purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONSULTANT'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor

who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain coverage and limits no less than:

1. General Liability: \$1,000,000 per claim for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per claim for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

CONSULTANT will maintain CONSULTANT liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONSULTANT'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall

contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONSULTANTS

CONSULTANT shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.

3. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.