

**AMENDMENT NO 4
TO
PURCHASED SERVICES CONVENIENCE CONTRACT NO. C1000113
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
AND
THERMO KING NORTHWEST, INC.**

Purpose: This amendment extends the completion date, revises the compensation amount and updates federal and state language.

This Amendment No. 4 is between the State of Washington Department of Ecology (AGENCY) and Thermo King Northwest, Inc. (CONTRACTOR).

WHEREAS, the parties entered into a Purchased Services Convenience Contract for the as needed purchase and installation of idle reduction technologies with all necessary mounting hardware for diesel powered transit and school bus fleets effective September 15, 2009;

WHEREAS, the parties have agreed to modify certain terms and conditions of the contract;

NOW, THEREFORE, the parties hereby agree as follows:

1. **The Effective Date for Amendment No 4 is August 15, 2011.**
2. **Amendment No 4 applies to all current and future contract-related Work Assignments.**
3. **The PERIOD OF PERFORMANCE shall be revised:**

From: The period of performance under this contract will be from September 15, 2009 through September 30, 2011.

To: The period of performance under this contract will be from September 15, 2009 through September 30, 2012

4. **COMPENSATION is revised to:**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract is increased four hundred thousand dollars (\$400,000), from one million, two hundred thousand dollars (\$1,200,000) to an amount not to exceed one million, six hundred thousand dollars (\$1,600,000) inclusive of all costs. Compensation is contingent upon the availability of funding.

This is a performance based contract. Compensation for all work assignments will be based on the satisfactory performance or completion of deliverable(s) or percentage of completion of deliverable(s) accepted and approved by the Project Manager for each work assignment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONTRACTOR will submit a progress report with each invoice. The AGENCY will not pay any invoice until the progress report is received.

5. The CERTIFICATION REGARDING SUSPENSION, DEBARMENT, AND OTHER RESPONSIBILITY MATTERS section shall be revised to the following:

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the AGENCY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the AGENCY for assistance in obtaining a copy of those regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the AGENCY upon request. CONTRACTOR must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

All other terms and conditions of the original Contract and any of its Amendments remain in full force and effect.

IN WITNESS WHEREOF: The parties have signed this amendment.

WASHINGTON STATE
DEPARTMENT OF ECOLOGY

THERMO KING NORTHWEST, INC.

Polly Zehm,
Deputy Directory

Date

Authorized Signer

Date