

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

SYSTEMS MAINTENANCE SERVICES
975 INDUSTRY DR
TUKWILA, WA 98188

SHIP TO

KING COUNTY OIRM
OIRM
401 5TH AVE, CNK-EX0600
SEATTLE, WA 98104
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
465501	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
28-JAN-10	K O'Connor	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	34945	Net30days	Paid	Destination	UPS

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(425) 679-6932	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	PROVIDE POST WARRANTY SERVER AND EQUIPMENT MAINTENANCE AS REQUESTED BY AUTHORIZED KING COUNTY'S OFFICE OF INFORMATION RESOURCE MANAGEMENT PERSONNEL DURING THE PERIOD FROM FEBRUARY 24, 2010 THROUGH FEBRUARY 23, 2011 IN ACCORDANCE WITH THE KING COUNTY CONTRACT NUMBER 465501 DATED FEBRUARY 24, 2010 Purchase Agreement Effective From: 24-FEB-10 To: 23-FEB-11	Amount Agreed:					1

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.	TOTAL  Authorized signature
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**Part B
Technology Contract**



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711
Fax 206-296-7676

THIS CONTRACT, made this 23rd Day of February, 2010, by and between King County, Washington, a home rule charter county and a political subdivision of the State of Washington (hereinafter "County") and System Maintenance Services, Inc. with its principal place of business at Tukwila, WA 98188 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No. : 465501

Contract Title : Post Warranty Server and Equipment Maintenance

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following order of precedence: **(1)** Contract Amendment; **(2)** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and Attachments, which are incorporated by this reference, A) Price, B) Equal Benefits Declaration and Worksheet, C) Personnel Inventory Report, D) Affidavit and Certificate of Compliance, E) Contractor's Statement of Union or Employee Referral Agency, F) 504/ADA Disability Assurance of Compliance, J) Contractor's Insurance Forms; K) Certificate of Lobbying Activities, L) Contractor's Modification Document, M) Contractor's Call Escalation Procedure **(3)** RFP Addenda; **(4)** Request for Proposals; **(5)** Best and Final Offer; and **(6)** Contractor's Proposal.

System Maintenance Services, Inc.

Authorized Signature

Darren Remer

Name and Title (Print or Type):

PNW Regional Sales Executive

Date:

2/23/10

KING COUNTY

Authorized Signature

Christine Chou

Name and Title (Print or Type):

Acting IT Finance Chief Financial Officer

Effective Date:

2/24/10

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Attachment L	Standard Contractor Modification Document
Attachment M	Contractor's Call Escalation Procedure

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written Documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Agency: An identified administrative organization of King County assigned specific responsibilities.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Base List: The list of County servers and equipment maintained by the Contractor which is listed in Attachment A: Price of this Contract. This list may be modified during the term of this Contract as servers and equipment are added or deleted based on the County's operational needs.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 1 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

County: King County and its officers, employees, agents, contractors, and subcontractors.

Day: Calendar Day.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the County on the features, uses, and functions of the Software or Services.

Effective Date: The date the Contract is countersigned by the County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when King County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Modification Document: A form used by the Contractor to identify adds, changes or deletions from the Base List receiving maintenance and support.

Object Code: The executable, machine-readable, form of a Software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Scope of Work (SOW): A paragraph of the Contract consisting of written descriptions of Services to be performed, or the goods to be Provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, localized versions of the computer Software programs and Enhancements thereto, including Source Code and Documentation licensed and delivered by Contractor to the County.

Source Code: A set of instructions, written in a programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into Object Code before the computer can understand them.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the County and the Contractor who shall be responsible for Providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by County personnel. Reports and data required to be Provided by the Contractor shall be delivered to the County as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the County shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties. Contract Amendments may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to the Contract.

Ref: KC CON 7-8-1 (AEP).

1.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a

Notice of Termination by certified mail (return receipt requested) or delivery service capable of Providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

3. The Contractor shall only be paid for Work delivered and Accepted, less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way during the Contract term or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code ("KCC") 4.04.040B.5, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services performed and Accepted prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract (including any related purchase order) to Provide further Work pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

1.5 Washington State Sales Tax

The County shall make payment directly to the State of Washington for all applicable State sales taxes if the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1.6 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.7 Assignment

Neither party shall assign or transfer any interest, obligation or benefit under or in this Contract, whether by change of control of greater than 51%, transfer of a controlling interest of greater than 51%, sale of assets or stock, merger with another entity, assignment or novation, without written consent of the other party. If assignment or transfer is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment or transfer shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.8 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or Services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this paragraph, or to enforce the provisions of this paragraph, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the substantially prevailing party.

1.9 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington, including but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, Washington.

1.10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest in the Contract, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the county or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to enter into any other Contract with the County for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's termination of this Contract.
3. After Contract award, the Contractor is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

Ref: KCC. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060.

1.11 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract Documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on additional time or compensation claims shall be a condition precedent to litigation.

Pending final decision of a claim and appeal hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1.12 Mediation

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through the claims and appeal process set forth in the Claims and Appeals paragraph above, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation, or other agreed form of ADR process, prior to commencing litigation.

1.13 Maintenance of Records

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles for governmental entities. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted accounting principles for governmental entities and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).

3. **Proof of Compliance with Contract**

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract..

In addition, the Contractor shall permit the County and if federally funded, the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 42.40. 040, 43.88.160.

1.14 Other Public Agency Orders

Other federal, state, County and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies.

1.15 Environmental Purchasing Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to Provide them.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Reference: KCC 10.16 and King County Executive Policy CON 7-1-2.

1.16 Nondiscrimination and Equal Employment Opportunity

A. **Nondiscrimination in Employment and Provision of Services**

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of Services or any other benefits under this Contract. KCC 12.16, 12.17, and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.

B. **Equal Benefits to Employees with Domestic Partners**

Pursuant to KCC 12.19, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

C. **Nondiscrimination in Subcontracting Practices**

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County Contracts or to obtain or compete for Contracts and Subcontracts as sources of supplies, equipment, construction and Services. In considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

D. **Compliance with Laws and Regulations**

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises in County Contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Contracting Opportunities Program is open to all SCS firms certified by the King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Contracting Opportunities Program will apply to specific contracts. However, for those contracts not subject to the Contracting Opportunities Program or for which the Contractor elected not to participate in the Contracting Opportunities Program during the solicitation stage, the Contractor is still encouraged to voluntarily inquire about available firms. Contracting Opportunities Program materials, including application forms and a directory of certified SCS firms, are available at the following website address: <http://www.kingcounty.gov/bdcc.aspx> Telephone 206-205-3443, TTY Relay: 711, for more information.

The term "Small Contractors and Suppliers" means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is set at fifty percent (50%) of the federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than seven hundred fifty thousand dollars (\$750,000).

2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises at the following website at <http://www.omwbe.wa.gov/> or by telephone 360-704-1181 or jwheat@omwbe.wa.gov.
3. Use the small services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity

The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance. (Attachment D)

G. Record-Keeping Requirements and Site Visits

The Contractor shall maintain, for at least six (6) years after completion of all Work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of Services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to Subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the Work and the Contractor's office to review the foregoing records. The Contractor shall Provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of paragraph 1.16 shall be a material breach of this Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by this Contract and by applicable law.

I. Required Submittals Upon Completion of Work

Upon completion of Work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid to King County Office of BDCC. Identify amounts actually paid, and any amounts owed, to each Subcontractor and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. The Contractor may contact the King County Office of BDCC for assistance with the requirements of this paragraph at 206-205-3443. TTY Relay: 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below:

Procurement and Contract Services Section
M/S CNK-ES-0340
401 – Fifth Avenue, 3rd Floor
Seattle, WA 98104
Phone: 206-263-9400 TTY Relay: 711

J. Compliance with Section 504 of the Rehabilitation Act of 1973

The Contractor has completed a Disability 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA"). The Contractor has completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

Ref: KCC 12.16.060 D.

1.17 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.18 No Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

SECTION 2 SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. Upon the Effective Date, the County shall issue purchase orders directing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be for one **(1) year**, and may be extended for additional **(4) four** one-year increments, commencing on the Effective Date of the Contract and subject to the termination provisions at paragraph 1.3, Termination for Convenience/Default/Non-Appropriation. The Warranty Period begins at Final Acceptance and continues for a period of twelve (12) months. Upon the completion of the Warranty Period, the Maintenance Agreement begins and continues from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the initial term plus extensions, is **(5) five years** unless extended by written agreement signed by all parties.

2.3 Notices

All notices or documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

KING COUNTY	CONTRACTOR
Project Manager -	
Diana Chism	Darren Remer
401 5 th Avenue Suite 600	975 Industry Drive
Seattle, WA 98104	Tukwila, WA 98188
206-263-7843	425-679-6932
diana.chism@kingcounty.gov	dremmer@sysmaint.com

For Contract related notices, questions or documentation contact:

King County Procurement and Contract Services Section	System Maintenance Services
M/S CNK-ES-0340	Darren Remer
Chinook Building, 3rd Floor	PNW Regional Sales Executive
401 Fifth Avenue	975 Industry Drive
Seattle, WA 98104	Tukwila, WA 98188
Buyer – Kathleen O'Connor	
(206) 263-9296	425-679-6932
kathleen.oconnor@kingcounty.gov	dremer@sysmaint.com

2.4 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the County shall furnish invoices to:

King County Accounts Payable
M/S CNK-ES-0320
Chinook Building, 3rd Floor
401 – Fifth Avenue
Seattle, WA 98104

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For each item in the Contract, Provide: item number, quantity, description, Contract price and when applicable Provide the manufacture, list price and discounts. For Services, invoices shall identify either milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in this Contract. The invoice may be rejected and returned to the Contractor for a correct invoice.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within thirty (30) Days from the receipt of each payment the Contractor receives from the County.

2.5 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in this Contract. The purchase orders issued by the County may reflect agreed to Contract Amendments.

2.6 Pricing

Prices shall be as stated in the Contract Price, and shall remain firm during the initial term. Any price adjustments shall be addressed in accordance with paragraph 1.2, Contract Amendment.

2.7 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

- A. If the County determines that the Work is not Acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- B. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- C. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more thirty (30) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- D. If the County Accepts the Work following a second or subsequent Acceptance test the County will send a notice of Final Acceptance to the Contractor.
- E. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of Contract.

2.8 Warranty Provisions

A. No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Scope of Work or plans, payment for Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

B. Warranty Term

The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the County. Any Work corrected shall be subject to this paragraph to the same extent as the Work initially Provided.

C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2.9 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.

- B. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- C. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants that the performance of the Services and any Software Provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Software. Contractor further warrants that neither the Software alone or through contact with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.10 Warranty Remedies

- A. If at any time during the twelve (12) month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially Provided.
- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.
- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

2.11 Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2.12 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under RCW 41.06. or RCW Title 51.

2.13 Non-Disclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

2.14 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2.15 Public Disclosure Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, RCW 42.56 (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails

or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.16 Pricing of Spare Parts

The County may, in its discretion, conduct a Cost or Price Analysis on specific spare parts, including but not limited to if pricing appears to be in excess of standard industry pricing for similar parts.. The County is not required to purchase spare parts under this Contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

2.17 Product Return

The County reserves the right to return to the Contractor, those parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County shall advise the Contractor in writing of its intention to return any parts and supplies before the Contract closes.

The Contractor shall only be authorized a restocking fee if agreed to at the time of Contract execution and as described in Attachment A, Price, for the return of parts and supplies. The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any restocking fee) to the County.

This paragraph does not apply to any merchandise made to order for the County.

2.18 No Prototype Components

All Work shall be in production and be used by customers comparable to the County at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such. A sufficient inventory of the Work shall be available to meet delivery requirements.

2.19 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2.20 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County shall respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

2.21 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through paragraph 1.2, Contract Amendment.

2.22 Disaster Recovery

In the event a disaster is declared at any County site(s), Contractor will allow the County the right to use the Software in accordance with the Software License Agreement, Attachment G, at the recovery site identified by the County, at no additional cost to the County for moving the Software to the recovery site Services or maintenance.

2.23 Bug Status Reports

The Contractor shall Provide bug status reports specifying all known outstanding bugs in the current version of the Software. The initial bug status report shall accompany the Software when delivered. Subsequent reports shall be Provided monthly or as agreed to by the County Project Manager.

2.24 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA).

SECTION 3 INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability
Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY.
2. Automobile Liability

Insurance Service form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

3.3 Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Automobile Liability: Statutory Limits required for State of WA.

3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.

4. Workers' Compensation: Statutory requirements of the state of residency.

5. Employers Liability Stop Gap: \$1,000,000.

6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

7. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

8. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 current edition or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

B. Acceptability of Insurers

Insurance Service form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

3.3 Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Automobile Liability: Statutory Limits required for State of WA.

3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.

4. Workers' Compensation: Statutory requirements of the state of residency.

5. Employers Liability Stop Gap: \$1,000,000.

6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

7. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

8. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 current edition or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

B. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

E. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 current edition" or its equivalent is required. **The county requires this Endorsement to complete the Contract.**

SECTION 4 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

This Contract shall be partially funded by the Federal Transit Administration (FTA). Neither the FTA nor the Federal Government shall be a party to any subagreement nor to any solicitations or request for proposals. This Contract shall be subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the FTA. The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation, whether expressly set forth in the following Contract provisions. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

4.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 2(c).

4.2 Federal Changes

The Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (10), 10-1-2003, Section 2(c).

4.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 2(f).

4.4 Equal Employment Opportunity

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other

forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

4.5 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation ("USDOT")— assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

4.6 Disadvantaged Business Enterprise Requirements.

- A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.
- B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.
- C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).
- D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: <http://www.omwbe.wa.gov/directory/directory.htm> Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**
- E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.
1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.
 2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.
 3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.

- a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.
 - b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
 - (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.
4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
- a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or of the cost of the materials and supplies themselves shall be counted.
 - (1) Contract-by-contract basis.
 - (2) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.
5. Purchases from a DBE. With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

4.7 Disadvantaged Business Enterprise and Other Small Business Participation

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

4.8 Labor Provisions - Non-Construction Contracts

A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

Ref: 29 CFR § 5.5(b)(1).

B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this

section in the sum of ten dollars (\$10) for each Day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section.

Ref: 29 CFR § 5.5(b)(2).

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section.

Ref: 29 CFR § 5.5(b)(3).

D. Payrolls and Basic Records

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

Ref: 29 CFR § 5.5(c).

E. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section.

Ref: 29 CFR § 5.5(b)(4).

4.9 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

4.10 Privacy

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any Contractors, third party Contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract shall make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

4.11 Access Requirements for Individuals with Disabilities

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

4.12 Interest of Members of or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

4.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.14 Disclosure of Lobbying Activities

Contracts in excess of \$100,000 require Attachment I, Certificate of Lobbying Activities, and Attachment J, Disclosure Form to Report Lobbying and Instructions (if appropriate), to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

4.15 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

4.16 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

4.17 Air Pollution

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

4.18 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to section 306 of the Clean Air Act, as amended, 42 USC §§ 7401, 7414, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 42 USC § 7606 note; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, 1368, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.*

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 33 USC § 1251.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

4.19 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

4.20 Patent Rights

If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify the County immediately and Provide a detailed report. The rights and responsibilities of the Contractor and the County with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance Provided by FTA.

Ref: 49 CFR Part 19, Appendix A, Section 5 and FTA Master Agreement MA (10), 10-1-2003, Section 18 (c).

4.21 Rights in Data and Copyrights

A. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer Software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Contract administration.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 18 (a).

B. The following restrictions apply to all subject data first produced in the performance of this Contract:

1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 18 (b)(1).

- a. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes."
 - b. Any subject data developed under this Contract, whether or not a copyright has been obtained; and
 - c. Any rights of copyright purchased by the Contractor using federal assistance in whole or in part Provided by FTA.
2. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

C. When FTA awards Federal assistance for a Contract involving experimental, developmental, or research Work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Contract to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Contractor understands and agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under this Contract for which a copyright has not been obtained. In the event that this Contract is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined in paragraph A of this section and shall be delivered as the County may direct. This paragraph C, however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance Provided by FTA for transportation capital projects (sections 3, 9, 16, 18 or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 18 (d).

D. Unless prohibited by State law, the Contractor agrees to indemnify, save and hold harmless the County and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify the County or the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or the Federal Government.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 18 (e).

E. Nothing contained in this section on rights in data shall imply a license to the County or the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or the Federal Government under any patent. Data

developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into Work required by the Contract is exempt from the requirements of paragraphs B, C, and D of this section, provided that the Contractor identifies that data in writing at the time of delivery of the Contract Work.

Ref: FTA Master Agreement MA (10), 10-1-2003, Section 18 (f).

- F. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

Ref: 37 CFR Part 401.

- G. The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

4.22 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

Ref: FTA Circular 4220.1E § 15.b.

4.23 Breach Provisions Required

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FTA Circular 4220.1E, § 15.a.

SECTION 5 FUTURE ENHANCEMENTS

The County reserves the right to add additional similar servers and other equipment from other manufacturers that are not identified specifically in the Base List. If this occurs, departments other than OIRM will execute a Contract amendment identifying the agency, agency contact with associated information, servers and equipment with a selected maintenance coverage plan, invoicing details and site location if other than the sites identified in this Contract. Additional sites may be added during the term of this Contract.

The County currently has servers and other equipment deployed from IBM, Sun Microsystems, EMC and CISCO that may be added to the Base List once their respective warranties terminate.

SECTION 6 STATEMENT OF WORK

6.1 Introduction

This Contract is being established so various County departments and agencies will have the ability to add and remove servers and equipment for maintenance and support during the term of this Contract.

This Statement of Work (SOW) provides the details relevant to the Work to be performed by the Contractor for the maintenance and support of the County's servers and equipment using Attachment A: Pricing as the Base List of servers and equipment.

Modifications to the SOW or other services requested by the County or Contractor shall be in compliance with Contract No. 465501, paragraph 1.2.

6.2 Description

The County has initially 55 servers and equipment listed in Attachment A: Pricing and they will form the Base List of servers and equipment for the County for maintenance and support. These servers are located at various facilities within the County. From time-to-time, the County may add additional servers and equipment and additional sites during the term of this Contract. The County may modify the Base List on a monthly basis during the life of this Contract. Maintenance and support payment will be made for the full amount.

The County has HP, DELL, COMPAQ servers, and associated equipment of various models as well as IBM, Sun Microsystems, EMC and CISCO servers and associated equipment that have or will come off established warranty contracts. The servers and equipment are in various stages of their life cycle and require maintenance support. In some cases, maintenance support will be required for short periods of time, one or two months, and in other cases the support may be needed for a year or longer.

6.3 Service Locations

A. The Contractor shall Provide post warranty maintenance support to servers and equipment at the following locations:

1. 401 5th Avenue, Chinook Building, Seattle, WA 98104
2. 3355 South 120th Place, Sabey Building, Tukwila, WA 98168
3. 1115 Washington Street SE, Olympia, WA 98509, Alternate Data Center (ADC)
4. 500 4th Avenue, Administration Building, Seattle, WA 98104
5. 201 South Jackson Street, King Street Center, Seattle, WA 98104
6. 500 5th Avenue, Adult Detention, Seattle, WA 98104
7. 516 3rd Avenue, Courthouse, Seattle, WA 98104
8. 400 Yesler Street, Yesler Building, Seattle, WA 98104

6.4 Services:

- A. There will always be an authorized employee of the County present when services are being provided by the Contractor.
- B. The Contractor shall always have the ability to Provide any spare parts needed to troubleshoot and repair the server and equipment types identified in the Base List within the designated response time selected by the County.
- C. At the time a server or associated equipment is placed on the Base List, the County will select one the following standard support and maintenance coverage plans:
 - 1. Mission Critical: Monday through Sunday, twenty-four (24) hours a day, same day response including Holidays shall be within four (4) hours of the service call from the County.
 - 2. Critical: Monday through Friday, 8:00 a.m. to 5:00 p.m. same business day response within 4 hours of the service call from the County.
 - 3. Premium: Monday through Friday, 8:00 a.m. to 5:00 p.m. next business day.
 - 4. Shared: Parts Only, 8:00 a.m. to 5:00 p.m. next business day.
- D. In addition to the above four standard offerings, the County may want to develop a customized maintenance and support plan agreed upon between the County and Contractor at the time the server and equipment is placed on the Base List.
- E. Contractor shall have a warehouse stocked with parts, for the County's servers and equipment identified in the Base List, within a four (4) hour response time.
- F. The Services shall include responding to service calls from the County within the allocated length of time, troubleshooting failures, and replacing defective parts with working parts. The four(4) hour response window will begin at the time the County notifies the Contractor of a problem with one or more of the items in the Base List.
- G. The Contractor shall Provide the maintenance support and Service on-site at the County's designated sites. The County may, on a per incident basis, request the Contractor to ship new hardware to replace failed parts and Provide Service via phone support.
- H. County Agencies will provide Contractor with a minimum of two (2) weeks prior notice to add or remove systems from the Base List. Contractor may make changes sooner at its discretion. Requests will be sent via mail to the person identified in the Notices section, paragraph 2.3 of this contract.

- I. Replacement parts shall be new. If replacement parts are discontinued by the manufacturer and unavailable in the market place then refurbished parts may be used in lieu of new parts, upon approval by County. All parts installed by Contractor shall become the property of the County. All defective parts removed by Contractor shall become the property of the Contractor.
- J. County may require some periods of maintenance to be between one (1) month, and up to twenty-four (24) months for servers or other equipment.
- K. Contractor shall not have the ability to access systems on the County's network through any remote capabilities.
- M. The Contractor shall have an escalation process and designated point of contact in place to address customer service issues in a timely manner. A copy of the Contractor's escalation process is provided in Attachment M.
- N. Contractor shall provide experienced staff to the County with more than two (2) years experience in providing maintenance and support services to governmental agencies. Contractor's staff shall be trained in servers and equipment for which they are providing services under this contract.
- O. In the event that Contractor's staff will need physical access to the KC WAN to provide support and maintenance to servers and equipment, the Contractor's staff may be required to have successfully completed a background check.
- P. County staff will contact the Contractor's call center and open a support ticket when maintenance and support service is required on servers and equipment in the Base List.
The call center number is: 1-877-405-0330
- Q. Pricing for servers and equipment for County Agencies shall commence with a notice to the Contractor as described in sub-paragraph H. Attachment A:Pricing shall be used as a guideline for requested maintenance and support pricing for all servers and equipment, however, the final price will be dependent on factors, but not limited to, manufacturer and model type, number of processors, number of disk drives, amount of memory and other attached peripherals. Contractor shall invoice each Agency and its sub-agencies based on the original request for service and support.
- R. Each server and item of equipment or group of servers and equipment added or removed in the Base List will have an associated signed Modification Document with the Contractor. A sample Modification Document is shown in Attachment L.
- S. Process to Acquire Contractor's services:
 - Step 1: Agency contacts the Contractor (dremer@sysmaint.com) via email.
 - Step 2: Contractor delivers quote to inquiring Agency.
 - Step 3: Contractor updates Base List with new information and provides it to the County.
 - Step 4: Contractor adds new section if new Agency requests service for first time.
 - Step 5: Contractor sends Modification Document to Agency requesting signature.

Step 5: Agency signs Modification Document and sends it back in PDF format.

Step 6: Contractor schedules on-site audit with Agency for new servers and equipment.

Step 7: Contractor sends audit results to Agency to complete process.

T. The following Agencies of King County may participate in this contract:

Department of Adult and Juvenile Detention (DAJD)

Department of Assessments (DOA)

Department of Community and Health Services (DCHS)

Department of Elections (DOE)

Department of Executive Services (DES)

Department of Judicial Administration (DJA)

Department of Natural Resources and Parks (DNRP)

Department of Public Health (DPH)

Department of Transportation (DOT)

King County Council (KCC)

King County District Court (KCDC)

King County Superior Court (KCSC)

King County Sheriff's Office (KCSO)

Office of Information Resource Management (OIRM)

Prosecuting Attorney's Office (PAO)

U. Maintenance and support for servers and equipment will be paid for the full estimated amount of time as identified on the Modification Document. In the event that servers and equipment are removed from the Base List before their maintenance service period is completed, then the County and Contractor shall determine the amount remaining and the Contractor shall apply the associated amount as credits for service to the Agency's next renewal period.

ATTACHMENT A

Pricing



Bill To:

Name: King County

Address 1:

Address 2:

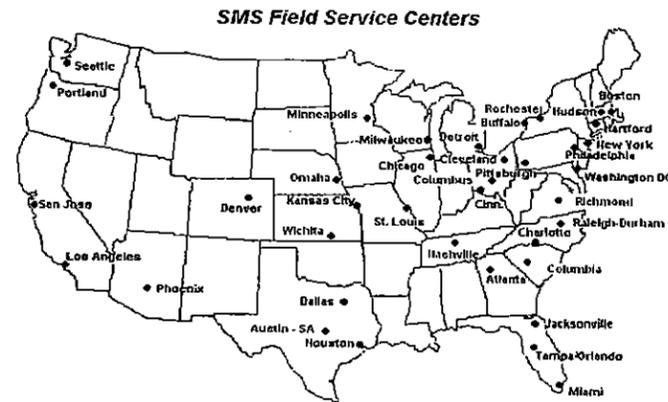
City:

State:

Zip Code:

Contact:

Phone:



MSA #: Quote

Sales Rep: DMR

Start Date: 03/01/10

End Date: 02/28/11

Billing: Annual

Svc Loc(s): WA-SEA

Ship To:

Name: King County

Address 1: **Multiple Locations**

Address 2:

City:

State:

Zip Code:

Contact:

Phone:

Qty = Quantity
 Wty = Warranty
 MMC = Monthly Maintenance Charge
 Component (Yes/No) = Is item a component?

Attachment A:Pricing shall be used as a guideline for requested maintenance and support pricing for all servers and equipment, however, the final price will be dependent on factors, but not limited to, manufacturer and model type, number of processors, number of disk drives, amount of memory and other attached peripherals. Contractor shall invoice each Agency and its sub-agencies based on the original request for service and support.

Item #	Line #	Model #	Serial #	Node Name	OEM	Short Description	Coverage	Qty	Start Date	In-Wty Rate	Wty Exp	Unit MMC	Ext. MMC	Component (Yes/No)	Comp of?	Ship To Name:
Base List for King County																
The Following Equipment is Affiliated with KCIT Central Tech Services Agency																
The Following Equipment is Located at:																
Alternate Data Center																
1115 Washington Street SE																
Olympia, WA 98509																
001	01	PowerEdge 1750	12WF241	ISCUAGEN1	Dell	Dell PowerEdge 1750 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$22.00	\$22.00	No	N/A	King County
002	01	Poweredge 2650	HLM7241	ISCUASQL	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
003	01	Poweredge 2650	1957241	ISCUABIZ	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
004	01	Poweredge 2650	8C57241	ISCUAINTRA	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
005	01	Poweredge 2650	9F57241	ISCUAEXTRA	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
006	01	Poweredge 1750	JWPQT31	ISCUAGEN2	Dell	Dell PowerEdge 1750 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$22.00	\$22.00	No	N/A	King County
007	01	Poweredge 2650	4H57241	ISCUAAPP	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
008	01	PowerVault 220S	HS18241	ISCUA PowerVault	Dell	Dell PowerVault 220S Storage Array	5x9, 4hr	1	03/01/10	N/A	N/A	\$42.00	\$42.00	No	N/A	King County
The Following Equipment is Located at:																
Sabey Building																
3355 South 120th Place																
Tukwila, WA 98168																
009	01	PowerVault 725N	1J9G541	ELECT-DIMS-NAS	Dell	Dell PowerVault 725N NAS Storage Array	7x24, 4hr	1	03/01/10	N/A	N/A	\$75.00	\$75.00	No	N/A	King County
010	01	Poweredge 1650	17VZ321	ESCBPAM	Dell	Dell PowerEdge 1650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
011	01	Poweredge 6650	6NM7241	LSJPSQL	Dell	Dell PowerEdge 6650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$54.00	\$54.00	No	N/A	King County
012	01	Poweredge 2650	1C57241	LSJPBIZ	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
013	01	Poweredge 2650	GC57241	LSJPAPP	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
014	01	Poweredge 2650	JF57241	LSJPHIS	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
015	01	Poweredge 2650	7G57241	KCMOM01	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
016	01	Poweredge 1750	85Q8241	LSJPEXTRA	Dell	Dell PowerEdge 1750 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
017	01	Poweredge 1750	95Q8241	LSJPMQ	Dell	Dell PowerEdge 1750 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
018	01	PowerVault 220S	JQK6241	LSJi Prod PowerVa	Dell	Dell PowerVault 220S Storage Array	7x24, 4hr	1	03/01/10	N/A	N/A	\$50.00	\$50.00	No	N/A	King County
019	01	PROLIANT DL380	D143FSB1K613	ESCWEBHEAT	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
020	01	PowerEdge 2850	FGK4Z51	SCJUVYDATA03	Dell	Dell PowerEdge 2850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
021	01	PowerEdge 2650	66J1J11	SCJUVYDATA02	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
022	01	PowerEdge 2850	GGK4Z51	SCAPPPROD06A	Dell	Dell PowerEdge 2850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
023	01	PowerEdge 2550	6RL8711	SCAPPTTEST03	Dell	Dell PowerEdge 2550 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$25.00	\$25.00	No	N/A	King County
024	01	ProLiant DL380 G4	USE524A1HZ	ELEC-STATE-VRD	HP	PROLIANT DL380 G4 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
025	01	PowerEdge 2650	2TJ5351	NOCLEAD	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County

The Following Equipment is Located at:																
Chinook Building -7th Floor Lab																
401 5th Avenue																
Seattle, WA 98104																
026	01	Poweredge 2650	8SSJS31	LSJDT2	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
027	01	Poweredge 2650	21NJS31	LSJDT1	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
028	01	Poweredge 2650	JONJS31	LSJDEV1	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
029	01	Poweredge 2650	BPM7241	LSJDT3	Dell	Dell PowerEdge 2650 PC Server With:	5x9, 4hr	1	03/01/10	N/A	N/A	\$21.00	\$21.00	No	N/A	King County
The Following Equipment is Located at:																
Administration Building																
500 4th Avenue																
Seattle, WA 98104																
030	01	PowerEdge 4600	48b2831	ELE-IVRADMIN	Dell	Dell PowerEdge 4600 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$35.00	\$35.00	No	N/A	King County
KCIT Central Tech Monthly Amount:												\$923.00				
The Following Equipment is Afiliated with KCIT Central Enterprise Services Agency																
The Following Equipment is Located at:																
Sabey Building																
3355 South 120th Place																
Tukwila, WA 98168																
031	01	PowerEdge 1850	HZDJT51	FKey02	Dell	Dell PowerEdge 1850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
032	01	PowerEdge 1850	40FJT51	FKey04	Dell	Dell PowerEdge 1850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
033	01	PowerEdge 1850	60FJT51	FKey05	Dell	Dell PowerEdge 1850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
034	01	PowerEdge 1850	20FJT51	FKey06	Dell	Dell PowerEdge 1850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
035	01	PowerEdge 1750	D86LB51	TSLSKEY	Dell	Dell PowerEdge 1750 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$28.00	\$28.00	No	N/A	King County
036	01	PowerEdge 2650	GD9VG41	ITSMON	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
037	01	PowerEdge 2650	GJW7341	ITS-SHAREMAN1	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
038	01	PowerEdge 2650	636TG41	FKey03	Dell	Dell PowerEdge 2650 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
039	01	PowerEdge 2850	7XN9V51	ESKEY01	Dell	Dell PowerEdge 2850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
040	01	PowerEdge 2850	5XN9V51	FKey01	Dell	Dell PowerEdge 2850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
041	01	PowerEdge 2850	60CAK71	BBKey01	Dell	Dell PowerEdge 2850 PC Server With:	7x24, 4hr	1	03/01/10	N/A	N/A	\$30.00	\$30.00	No	N/A	King County
042	01	PROLIANT DL380 SERVER	EA4BKJNZ3P	MKey01	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
043	01	PROLIANT DL380 SERVER	EA4DKJNZ3P	MKey02	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
044	01	PROLIANT DL380 SERVER	EA4AKJNZ3P	MKey03	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
045	01	PROLIANT DL380 SERVER	EA4OKJNZ3P	MKey04	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
046	01	PROLIANT DL380 SERVER	USE518A0GX	MKey0X	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
047	01	PROLIANT DL380 SERVER	USE518A0GW	PKey01	HP	PROLIANT DL380 SERVER	7x24, 4hr	1	03/01/10	N/A	N/A	\$38.00	\$38.00	No	N/A	King County
048	01	MODULAR SMART ARRAY 3	M03CLMPX52	MKey01-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
049	01	MODULAR SMART ARRAY 3	M039LMPX52	MKey02-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
050	01	MODULAR SMART ARRAY 3	M03XLMPX52	MKey02-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
051	01	MODULAR SMART ARRAY 3	ZPTWLMPX3M	MKey03-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
052	01	MODULAR SMART ARRAY 3	M0BDLMPX51	MKey03-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
053	01	MODULAR SMART ARRAY 3	M0BRLMPX52	MKey04-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
054	01	MODULAR SMART ARRAY 3	M0B3ELMPX52	MKey04-Storage	HP	MODULAR SMART ARRAY 30 W/14 DRIVES (SCS	7x24, 4hr	1	03/01/10	N/A	N/A	\$41.00	\$41.00	No	N/A	King County
KCIT Enterprise Services Monthly Amount:												\$835.00				

