

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

King County 10/13/2011 2:02:39 PM PAGE 2/004 Fax Server



**King County**

**Finance and Business Operations Division**  
 Procurement and Contract Services Section  
 Department of Executive Services  
 CNK-ES-0340 | 206-263-9400  
 3rd Floor | 206-296-7676 Fax  
 401 5th Avenue | TTY Relay: 771  
 Seattle, WA 98104 | [www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:  
**VERDIEM CORPORATION**  
 1601 2ND AVE STE 701  
 SEATTLE, WA 98101

SHIP TO  
 SEE BELOW FOR  
 SHIPPING DETAILS

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
526150	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
13-OCT-11	P Price	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	32990	Net30days	Due	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 838-2800	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	PROVIDE MAINTENANCE, TECHNICAL SUPPORT & UPGRADES FOR VERDIEM SURVEYOR SOFTWARE AS REQUESTED BY KC FMD PERSONNEL DURING THE PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2013, IN ACCORDANCE WITH QUOTE DATED 02/02/11 AND WA. ST. DIS CONTRACT # T06-MST-002. *** BILLING IS DONE ANNUALLY AND IS ESTIMATED AT APPROXIMATELY \$22,000. THIS CONTRACT AGREEMENT NUMBER 526150 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B23122B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  WHEN ACTIVE, STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.					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.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>
			 Authorized signature



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**VENDOR:**

VERDIEM CORPORATION  
 1601 2ND AVE STE 701  
 SEATTLE, WA 98101

**SHIP TO**

SEE BELOW FOR  
 SHIPPING DETAILS

**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
526150	0	2
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13-OCT-11	P Price	
DATE OF REVISION	BUYER	

CUSTOMER ACCT#	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	32990	Net30days	Due	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 838-2800	

.LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Purchase Agreement Effective From: 01-JAN-12 To: 31-DEC-13	Amount Agreed:					

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.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>
			<i>W. Keller</i> Authorized signature

**PURCHASE ORDER**  
**GENERAL TERMS AND CONDITIONS**

**Compliance:** By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Inspections:** By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Cancellation:** The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

**Invoices:** Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

**Shipping Instructions:** All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

**Warranty:** The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

**Certification Regarding Debarment, Suspension and Other Responsibility**

**Matters:** By providing goods or services under this purchase order, 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.

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

**King County****Facilities Management Division****Kathy Brown, Division Director**

Department of Executive Services  
500 Fourth Avenue, Room 800  
Seattle, WA 98104  
Phone: (206) 296-0630  
Fax: (206) 205-5070

55953  
REC'D PROCUREMENT DIV.  
11 FEB 15 PM 1:06

February 11, 2011

TO: Ken Guy, Director, Finance and Business Operations Division, DES

FM: Kathy Brown, Director

RE: Waiver for Single Source Authorization – Verdiem Corporation

The Facilities Management Division is seeking approval of a single source procurement related to maintenance agreements for the Verdiem Surveyor Annual Maintenance. This waiver should cover a three-year period. This software was originally purchased by the Office of Information Resource Management and represents a waiver from standard procurement procedures in order to continue to procure software maintenance services on proprietary software up through December 31, 2013.

Pursuant to KCC 4.16.040 and RCW 39.040280, we request that the above requirements be contracted on a proprietary basis due to the fact that this vendor, Verdiem, is the sole source for maintaining the software.

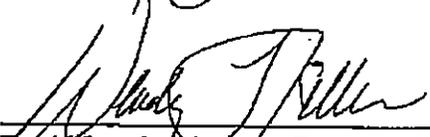
**CERTIFICATION**

I hereby certify that the facts and statements concerning this request for a waiver from standard procurement procedures are accurate to the best of my knowledge.

APPROVE/DISAPPROVE

  
 \_\_\_\_\_  
 Kathy Brown, Director, Facilities Management Div.  
 Department of Executive Services

2 15 2011  
 \_\_\_\_\_  
 Date

   
 \_\_\_\_\_  
 David Leach, Manager, Procurement & Contract  
 Services Section, Finance and Business Operations Div.  
 Department of Executive Services

2 15 2011  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Ken Guy, Division Director  
 Finance and Business Operations Division.  
 Department of Executive Services

\_\_\_\_\_  
 Date

2010.04.07  
 10:21 AM



Verdiem Corporation  
 1601 2<sup>nd</sup> Avenue, Suite 701  
 Seattle, WA 98101  
 Phone: (206) 838-2800  
 Fax: (206) 838-2801

## Maintenance Quotation For King County (WA)

CUSTOMER INFORMATION		VERDIEM CONTACT		QUOTE INFORMATION	
<b>Customer:</b>	King County (WA)	<b>Account Executive:</b>	Ryan Nice	<b>Quote Date:</b>	February 2, 2011
<b>Email:</b>	john.willenbacher@kingcounty.gov	<b>Customer Support:</b>	(206) 838-2828	<b>Quote Expiration:</b>	February 5 <sup>th</sup> , 2011
<b>Contact:</b>	John Willenbacher	<b>Accounts Receivable:</b>	(206) 838-2800	<b>Payment Terms:</b>	Net 30
<b>Contact Number:</b>	(206) 205-9797	<b>Tax ID:</b>	93-1312053		
<b>End User Address:</b>	401 5th Ave Seattle, WA 98104 US	<b>District:</b>	Northwest		
Product Name	Description	Quantity	Unit Price	Total Price	
Maintenance & Support	Maintenance, including full tech support and product upgrades for 1 year on SURVEYOR software  <u>Period of Performance:</u> January 1 <sup>st</sup> , 2011 – December 31 <sup>st</sup> , 2011  Per State of WA Master Contract No. T06-MST-002	9,619	\$1.95	\$18,757.05	
WA State DIS Fee	Applicable WA State DIS Fee is 0.5% on \$18,757.05			\$93.78	
WA State Sales Tax	9.5% on \$18,757.05			\$1,781.91	
<b>TOTAL PRICE:</b>				<b>\$20,632.74</b>	

The Software and related services described in this quotation are subject to the terms and conditions of the Verdiem standard form Software License & Support and Master Services Agreements ("Agreements"). The Agreements will supersede all communications, proposals, quotes, negotiations, representations and/or agreements, whether oral or in writing, related to the Software and related services, including this Quote and any Invoice or purchase order terms other than order quantities and fee amounts.

This Quote is only valid for thirty (30) days from the Quote Date, unless a different period is specified above and will automatically expire on its expiration date without requirement of additional notice by either Verdiem or Customer. Verdiem may revoke this Quote at any time prior to its expiration by written or email notice to Customer. Issuance and receipt of Quote does not obligate either party to transact business in any way whatsoever. Prices quoted are in U.S. dollars, do not include sales tax and are subject to change without notice or obligation. All Quotes (and any submitted Purchase Orders issued pursuant to a Quote) are subject to the approval of and must be accepted by a duly authorized representative of Verdiem. Purchase Orders for consideration may be emailed or faxed to Verdiem at [finance@verdiem.com](mailto:finance@verdiem.com) or 206.838.2801.