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

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
465674	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
29-JAN-10	D Williams
DATE OF REVISION	BUYER

VENDOR:
ZONES, INC
1102 15TH ST SE, STE 102
AUBURN,WA 98001

SHIP TO
KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
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

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	16749	Net30days	Prepaid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE: (800) 419-9663

REQUESTOR / DELIVER TO:

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	FURNISH GENERAL SOFTWARE AND MAINTENANCE AS REQUESTED BY VARIOUS KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES, DURING THE PERIOD FEBRUARY 1, 2010 THROUGH JANUARY 31, 2011, IN ACCORDANCE WITH KING COUNTY ITB 1149-09-MYP AND THE RESPONDING BID FOR ZONES, INC., BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.						
Purchase Agreement							
	Effective From: 01-FEB-10 To: 31-JAN-11	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.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

Authorized signature

King County Fax Server 2/8/2010 10:18 PAGE 002/003

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.

COPY

Invitation to Bid

King County

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

ADVERTISED DATE: DECEMBER 3, 2009

Invitation to Bid (ITB) Title: General Software and Maintenance

ITB Number: 1149-09-MYP

Due Date: December 17, 2009 - 2:00 p.m.

Buyer: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

Term Supply Requirement

Furnish General Software and Maintenance as requested by various King County department, division and agency personnel in accordance with the attached instructions, requirements and specifications.

PRE-BID CONFERENCE	Sealed Bids are hereby solicited and will **only** be received by:
None	King County Procurement Services Section Chinook Building, 3rd Floor 401 Fifth Avenue Seattle, WA 98104 Office Hours: 8:00 a.m. – 5:00 p.m. Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered** 1 **to** 1 have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name Zones, Inc.		
Address 1102 15th St SW		City/State /Postal Code Auburn, WA 98001
Signature Ellen Baumer	Print name and title Ellen Baumer - Sr. Account Executive	
Email ellen.baumer@zones.com	Phone 253-205-3633	Fax 253-205-2633
SCS/DBE Certification Number 5321		

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The **original and one (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://www.kingcounty.gov/procurement Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their

identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at http://www.kingcounty.gov/procurement/faq, Suppliers web page.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award);
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times specified;
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the

award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at http://www.kingcounty.gov/BDCC or contacting the Program office at 206-205- 3443.

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

Equal Benefit Worksheet and Declaration Form

Personnel Inventory Report*

Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*

Statement of Compliance – Union or Employee Referral Agency Statement*

Internal Revenue Service Form W-9 *

Certificate of Insurance and Endorsement * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

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, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King 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. King 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."

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

Where conflict between King County terms and conditions of this contract and those of the software license and maintenance agreement of the awarded bidder, King County terms and conditions will prevail.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

Approval of replacements for discontinued items,

Add items of like function, or similar in nature or purpose to the originally listed products

The provision of ancillary services in response to minor changes in County needs

Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

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.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 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 will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed 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 to determine reasonableness and compliance with the Contract and applicable laws and regulations.

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 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:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served 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.

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.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the

County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

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 prior to the termination date set forth in this Contract or in any 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 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

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.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event 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.

3.8 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 compliances 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 applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment 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 the 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. If assignment is approved, it 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.

3.10 Indemnification and Hold Harmless

A. Patent and Copyright Indemnity

The Contractor shall protect, indemnify, defend and save harmless the county from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the county gives Contractor prompt notice of any infringement claim brought against the county regarding the Software and the county gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for the county the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the county. Before final payment is made on this Contract, the Contractor shall, if requested by the county, furnish acceptable proof of a proper release from all such fees or claims. Contractor shall have no liability to indemnify or defend the county to the extent the alleged infringement is based on: (i) a modification of the Software the county or others authorized by the county but not by the Contractor; or (ii) use of the Software by other than in accordance with the Documentation. If the county is required to defend itself or enter into a settlement agreement due to Contractor's failure to defend, Contractor shall indemnify the county for its costs and expenses as well as any judgment entered against the county.

B. Indemnification For All Other Actions

Contractor shall protect, defend, indemnify and save harmless the county, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to Persons and/or damage to tangible property, arising out of or in any way resulting from the acts or omissions of the Contractor its officers, employees, Subcontractors and/or agents. Contractor's 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 expressly waives by mutual negotiation, with respect to the county only, all immunity and limitation on liability 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 the county incurs any costs including attorneys' fees to enforce the provisions of this subsection, all such costs and fees shall be recoverable from the Indemnitor.

C. Limitation of Liability

Except for the county's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the county management, and injuries to persons by either party, neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs A and B, either party's liability for damages to the other under this Contract shall be limited to 2 times the value of the Contract or one million dollars whichever is greater. The parties agree to the allocation of liability of risk set forth in this subsection.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, 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 shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require 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.

By entering into this Contract to perform work, the Contractor represents that 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; and no gratuities, in the form of entertainment, gifts or otherwise, were bided 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.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

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 shall be a condition precedent to alternative dispute resolution or litigation.

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

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of $500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than $500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and 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 & King County Executive Policy CON 7-1-2).

3.17 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 public sewer, private sewer, or side sewer tributary to the metropolitan sewer 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.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, 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. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at $25,000 or more, 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.

When the contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at http://www.kingcounty.gov/procurement/forms, Equal Benefits web page.

3.22 Non-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.

3.23 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.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately $1,600,000.00 and reflect the combined purchases of King County and the City of Seattle King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), of 3%, and shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with this contract. The Fee shall be paid by the contractor within six (6) weeks of the close of each quarter and remitted to King County Procurement and Contract Services Section and include a reference to this Contract Number. Submitted with the Fee shall be a quarterly sales report for the referenced contract showing the total sales to each governmental entity for the previous ending quarter. The Fee shall not be invoiced to any contract user as an item on a sales invoice or by any other means.

4.4 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.5 Shipping Charges

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

4.6 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.7 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.8 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 subsection 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.

4.9 Express Warranties for Software

A. Contractor warrants that on the date of Final Acceptance, the Software Provided hereunder shall be free from significant programming Errors and when used in accordance with this Contract shall operate and conform to the Scope of Work, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.

B. Contractor warrants that it has full power and authority to license or sublicense the Software to the county without the consent of any other Person.

C. Contractor warrants that the Software, the License to the county to use the Software, instructions for use of the Software, Documentation and the performance by Contractor of the Services, shall be in compliance with all applicable laws, rules and regulations.

D. Contractor warrants the tapes, CD's, DVD's or other media delivered to the county to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the county.

E. Contractor warrants that the 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 Contract with the Contractor is capable of electronic self-help that may deprive the county of the use of the licensed Software.

F. Contractor warrants that future maintenance or Software releases shall not degrade the Software, cause a breach of any other warranty or require the county to purchase new or additional hardware or Software for continued operation of the Software.

G. The Contractor warrants functionality as described in the Scope of Work and represents that the configuration identified in the Contract has been specifically selected and designed for the county as being an operationally efficient integration of hardware, Software and Services.

H. Contractor shall be responsible for providing and implementing a Software system that is successfully integrated into the existing system environment of the county and meets the functional requirements as specified in this Contract.

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.

4.10 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.

4.11 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, 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 will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, 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 applicable restocking fee) to King County.

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

4.12 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 will 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.

SECTION 5 INSURANCE REQUIREMENTS

5.1 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.

5.2 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. <u>Minimum Scope of Insurance</u>

Coverage shall be at least as broad as:

1. General Liability

   Insurance Services Office form number (CG 00 01 current edition) covering <u>COMMERCIAL GENERAL LIABILITY.</u>

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.

C. Minimum Limits of Insurance

5.3 The Contractor shall maintain limits no less than, for:

A. 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.

B. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

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

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

E. Employers Liability Stop Gap: $1,000,000.

F. 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.

G. Other Insurance Provisions

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

1. 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.

H. 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.

I. 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.**

J. 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.

K. 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 6 Technical Specifications

6.1 Purpose

The purpose of this Invitation to Bid (ITB) is to enable King County and the City of Seattle to purchase General Software and Maintenance as requested by various agencies. The term of this contract shall be for a period of one (1) year from the date of contract award.

Over the last year, purchases for general software and maintenance were approximately $1,600,000.00. This information is provided to give an idea of the previous procurement history for these commodities and in no way defines or guarantees future requirements. King County will not be limited, restricted or bound by this dollar amount, nor shall the County be obligated to purchase any item contained in this ITB.

A. King County reserves the right to obtain other software programs not bid, but which may be introduced or available from the various manufacturer's during the term of this contract. King County also reserves the right to establish new items to the core list at a discounted price.

B. All bidders shall submit with their bid response, a link to website, with a complete listing, with current posted retail pricing, of their stocked inventory.

C. The successful bidder shall provide the County with a toll-free telephone number and shall appoint a single, dedicated account manager to provide a communication channel between the vendor and King County. The account manager shall be responsible for providing pricing, new product information, product consultation, and manufacturer's liaisons for on-site demonstrations and high level technical support.

D. The successful bidder shall appoint a dedicated inside account representative to provide a direct point of contact for the placement of orders. This account representative shall be completely familiar with the terms and conditions of this contract, shall provide pricing and availability information to the County, and be available to assist County agencies with their software purchases.

E. The successful bidder shall provide thirty (30) day evaluation service for all items. King County reserves the right to "Try before we buy". If requested, products shall be sent to King County on a thirty (30) day trial and may be returned to the vendor with no obligation. King County agrees to return products in a "salable" condition with all manuals, templates, diskettes, and other materials received with the product. The vendor shall make any necessary arrangements needed to assist the County in evaluating any copy-protected or otherwise restricted programs.

F. The successful bidder shall provide a thirty (30) day return policy on any item listed on the attached price list. King County agrees to return all diskettes, manuals, reference materials, templates and any other material received with the product. The vendor shall pay shipping charges on all returns caused by an error or omission of the vendor, manufacturer, or supplier. King County agrees to pay the return shipping charge for County misorders and evaluation products not accepted for purchase.

G. The successful bidder shall stock and provide upgrades on all major manufacturers' products indicated on the price list. King County agrees to provide documentation necessary for processing the upgrade request.

H. The vendor shall accept orders from various County agencies and shall provide individual invoicing to the ordering agency based upon the information provided by the ordering agency at the time the order is placed.

I. All software products delivered under the terms of this contract shall be the manufacturers latest revision unless otherwise specified by the County.

SECTION 7 Bid Response

7.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

7.2 Delivery

Delivery is required within four (4) working days after verbal placement of an order for all items listed. Special order items shall be delivered within fourteen (14) calendar days of order.

Bid prices shall include delivery, FOB destination, to the following location.

7.3 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

A. The date printed on the invoice is more than three days earlier than the invoice receipt date;

B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 0 **%** - 0 **Days, Net** 30

7.4 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference shall be submitted with bid.**

Company Name: WA Dept of Info Systems
Company Address: 2411 Chandler Court SW, Olympia
Company Phone: 360-725-4213
Contact Person: Kate Smith
Dates: January - December 2009

Company Name: Univ. of Washington
Company Address: Seattle, WA
Company Phone: 206-543-2752
Contact Person: Denise Grizzell
Dates: Nov. 2006 - Dec. 2009

Company Name: City of Auburn
Company Address: 2 First St SE, Auburn
Company Phone: 253-804-5078
Contact Person: Jinelle Burt
Dates: January - December 2009

Company Name: WA Dept of Corrections
Company Address: Olympia, WA
Company Phone: 360-725-8435
Contact Person: Dale Floe
Dates: Nov. 2006 - Dec. 2009

7.5 Website

Provide a link to your website with current retail pricing. This information will be used for calculating the minimum discount bid.

Link to Website: WWW.ZONES.COM

7.6 Discount

Purchase of products and services offered through the contractors catalog will be provided with a minimum discount pricing structure. Provide here the minimum discount for the software and maintenance purchased through this contract.

The contractor may provide a larger discount than listed below, but at no time will invoice or charge software or maintenance at a rate that is less than the minimum discount provided here.

Minimum % discount offered off all other software products: 5 %

Minimum % discount offered off all other maintenance products: 5 %

7.7 Pricing

The quantities listed represent the combined usage of King County and the City of Seattle. It is the intent of the listed agencies to award a single contract. King County and the City of Seattle reserve the right to award one or more contracts as determined to be in the agencies' best interest.

State the purchase price for one each of each item. Bidder may be disqualified for failing to state a price for any item on the price list. If any item has been discontinued by the manufacturer and is no longer available, state "discontinued" for the price. The Estimated Quantities (Est Qty) will be used for evaluation purposes only. Do NOT multiply by the Estimated Quantity(Est Qty). Media will be CD-ROM or DVD-ROM. Software products shall be of the latest manufacturer's revision as of the date of this bid.

SOFTWARE

Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Single Unit Price
1	20	ACD SYSTEMS	ASPCFLE2	LIC ACDSEE PHOTOMANAGER PRO, 16 - 29 USE	current	$71.15
2	20	ACRONIS INC.	TISKL1EN1-G	GAE-TRUE IMAGE ECHO WIN-SERVER LIC 01S	current	$615.52
3	80	ACRONIS INC.	ASD-50-99	SNAP DEPLOY	current	$15.68
4	11	ACRONIS INC.	ATISW-10-24	TRUE IMAGE SERVER FOR WINDOWS	current	$615.52
5	25	ACRONIS INC.	TI-X9-WS-LC-W-EN-03	TRUE IMAGE WORKSTAION 25-49U	current	$66.02
6	80	ACRONIS INC.	ASD-UD-50-99	UNIVERSAL DEPLOY 50-99 USERS	current	$7.84
7	42	ACRONIS INC.	UREKL1EN1-G	UNIVERSAL RESTORE ENTERPRISE SVR	current	$243.35
8	30	ADOBE SYSTEMS	22020403	ACROBAT PRO UE	—	Discontinued
9	20	ADOBE VOLUME LICENSES	54020816HS	ACROBAT PRO FROM 6X/7XPRO UE	—	Discontinued
10	30	ADOBE VOLUME LICENSES	54020857HS	ACROBAT PRO UE	—	Discontinued
11	46	ADOBE VOLUME LICENSES	54026356HS	ACROBAT PROFESSIONAL UE	current	$233.60
12	20	ADOBE VOLUME LICENSES	54026197HS	ACROBAT STD UE	current	$155.06
13	18	ADOBE VOLUME LICENSES	54020587HS	ACROBAT STD UE	—	Discontinued
14	41	APPLE SOFTWARE	MA453Z/A	MAC OS X TIGER	—	Discontinued
15	50	ATTACHMATE	161856.81D	EXTRA! MAINFRAME SERVER ED	current	$416.48
16	15	ATTACHMATE	161856.LD	EXTRA! MAINFRAME SERVER EDITION	current	$246.08

SOFTWARE

Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Single Unit Price
17	18	ATTACHMATE	184573.LA	EXTRA! X-TREME	current	$280.19
18	15	ATTACHMATE	001-036168	REFLECTION SUITE FOR X	current	$378.62
19	100	BINARY RESEARCH LTD	3UIURG50199	LICENSES FOR UIU SOFTWARE - GOVT	current	$18.96
20	50	CITRIX LICENSING	COL3010N	GOTOMYPC	current	$141.44
21	15	CITRIX LICENSING	COL3G30N	GOTOMYPC PER HOST PC	current	$192.96
22	170	CRITICAL TOOLS	14001	WBS CHART PRO	current	$55.66
23	15	FARONICS	DFE011PLD2	DEEP FREEZE ENT WORKSTATION	current	$50.13
24	20	HUMMINGBIRD COMMUNICATIONS, LT	EXMXO399101B	EXCEED ONDEMAND CONCURRENT LIC	current	$657.79
25	14	ISI RESEARCHSOFT	5062	ENDNOTE X2 WINDOWS	—	Discontinued
26	12	LOTUS PASSPORT	D5158LL	TIVOLI STORAGE MANAGER CLIENT 12 MOS	current	$65.41
27	300	MALWAREBYTES	MBAM0200R-SHI	MALWAREBYTES' ANTI-MALWARE	current	$2.83
28	19	MINDJET, LLC.	MM6PV10-24	MINDMANAGER PRO 10-24 USERS	current	$269.56
29	16	NERO INC.	500109	NERO MINI BOX	current	$25.33
30	72	NETSUPPORT INC	NSS025	NET SUPPORT SCHOOL LICENSE - 45 USERS	current	$46.46
31	15	NUANCE	M109A-G00-5.0	PDF CONVERTER PRO	current	$90.13
32	11,000	PANDA SECURITY	B1PEXT-JE	PANDA SEC.-EXCHANGE SERVERS W/ 1YR SUB	current	$1.53
33	15	PGP CORP	YXX2DAKA	PGP DESKTOP PROFESSIONAL + BASIC SUPPORT	current	$163.23
34	50	PKWARE, INC.	SEZ001101ENGAB0D	SECUREZIP STANDARD LICENSE 25-49 USERS	current	$8.96
35	12,600	QUEST	9923-11373	GROUPWISE MIGRATOR FOR EXC PER MIGR 1YR	current	$2.27
36	30	RIVERDEEP INC. LLC	684897	MAVIS BEACON TEACHES MS OFFICE 2003 V2	-No Bid-	
37	12	SAPIEN TECHNOLOGIES	PSP45-CD-01	SAPIEN PRIMALSCRIPT PRO	current	$235.36
38	90	SHAVLIK TECHNOLOGIES	SKNP-NP5XC-PPL-A	SHAVLIK NETCHK PROTECT 5.9 0-99	current	$76.90

SOFTWARE						
Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Single Unit Price
39	1,000	SHAVLIK TECHNOLOGIES	SKTS-STD-REN	TECHNICAL SUPPORT SERVICES STANDARD RENE	— No Bid —	
40	25	SOLARWINDS	3501	SOLARWINDS ENGINEERS TOOLSET	current	$1172.23
41	15	SYMANTEC EXPRESS	11053691	BACKUP EXEC AWS AGENT+12MONTH BASIC MNT	current	$47.81
42	17	SYMANTEC EXPRESS	11053639	BACKUP EXEC AWS CPS+12MO ESSENTIAL MAINT	current	$161.09
43	565	SYMANTEC EXPRESS	10763105	GHOST SOLUTION SUITE	current	$9.25
44	25	SYMANTEC EXPRESS	10763101	GHOST SOLUTION SUITE	current	$30.52
45	22	SYMANTEC EXPRESS	10763100	GHOST SOLUTION SUITE	current	$30.52
46	16	TECHSMITH CORPORATION	SNAGG01	SNAGIT - 1 USER	current	$32.76
47	11	TECHSMITH CORPORATION	SNAGG24	TECHSMITH SNAGIT 10-24 USERS	current	$19.80
48	20	VERIFONE	100ADUS	PCCHARGE ADD ON SEAT	current	$60.30
49	12	VERIFONE	100PROL2000	PCCHARGE SERVER	current	$239.09
50	60	WYSE TECHNOLOGY	906202-01	TCX MULTIMEDIA V2.0, WYSE THIN OPERATING	current	$23.61

MAINTENANCE						
Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Bid Price
1	22	3COM	3CS-EXP7N-R61G	TIPPINGPOINT 1200 ANNUAL MAINT - GEMD 12	— No Bid —	
2	50	ACRONIS INC.	AMPS-ATI8-CWU-25-49	ACRONIS TRUE IMAGE 1YR PRIORITY SUPPORT	current	$63.36
3	26	ACRONIS INC.	TISXM1EN2-G	ACRONIS TRUE IMAGE WIN-SRVR MNT 2-9	current	$141.56
4	80	ACRONIS INC.	AMPS-ASD-50-99	SNAP DEPLOY MAINT AND PRIORITY SUPPORT	current	$2.52
5	33	ACRONIS INC.	TISXR1EN3	TRUE IMAGE SVR WIN 1 SVR 1YR SUPP + MNT	current	$102.55
6	25	ACRONIS INC.	TI-XX-WS-1M-W-EN-03	TRUE IMAGE WORKSTAION 25-49U MNT 1 YR	current	$9.80

MAINTENANCE						
Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Bid Price
7	80	ACRONIS INC.	AMPS-ASD-UD-50-99	UNIVERSAL DEPLOY 1 YR MAINTENANCE 50-99U	current	$1.30
8	51	ACRONIS INC.	URSXM1EN3-G	UNIVERSAL RESTORE OPTION SRVR MNT 10-24S	current	$2.80
9	80	ACRONIS SOFTWARE	SDWXR1EN5	ACRONIS MAINT & SUPP - SNAP DEPLOY 1 WS	current	$2.84
10	3225	ATTACHMATE	184548.MTSSD	EXTRA MAINFRAME SERVER ED MAINT/SUP 1YR	current	$49.07
11	90	ATTACHMATE	001-031661	REFLECTION STE FOR X 1 YR MNT	current	$75.14
12	592	CITRIX SYSTEMS	COL3G20AR	GOTOMYPC ANNUAL RENEWAL GOV	current	$104.60
13	28	COMPUTER ASSOCIATES	GMRBABWB10S22CG	ARCSERVE BU CLIENT AGENT 1YR ENT	current	$233.16
14	50	DISKEEPER CORP	121960	DISKEEPER SERVER 1YR MAINTANENCE	current	$45.89
15	140	DISKEEPER CORP	129554	DISKEEPER SERVER 1YR-MNT 25-49U	current	$47.44
16	22	DOUBLE-TAKE SOFTWARE	DT4AS-PRE-P	PRO-RATED RENEWAL-DOUBLE TAKE ADV SRVR	current	$59.33
17	33	DOUBLE-TAKE SOFTWARE	DT4SSE-PRE-P	PRO-RATED RENEWAL-DOUBLE TAKE NAS SRVR	current	$19.71
18	384	FILEMAKER INC.	TK477LL/A	FM PRO MAINT	current	$30.38
19	1,024	GFI SOFTWARE	GFIDLANSMCR1K-19991Y	GFI LANGUARD - MNT RENEWAL FOR 1 YR	current	$1.28
20	40	HUMMINGBIRD COMMUNICATIONS, LT	EXMXO399700B	EXCEED ONDEMAND - MAINTENANCE	current	$131.56
21	32	LOTUS PASSPORT	E2DDQLL	INFORMIX CLTS SDK S/U MNT RNWL 1A	Need site ID to quote	
22	490	LOTUS PASSPORT	E00PCLL	INFORMIX DYN SVR EE CONC MAINT RNWL 1A 2	Need site ID to quote	
23	23	LOTUS PASSPORT	E2DJBLL	INFORMIX SQL DEV S/U MNT RNWL 1A	Need site ID to quote	
24	1200	LOTUS PASSPORT	E0256LL	WEBSPHERE MQ VALUE UNIT 8 MOS RENEWAL	Need site ID to quote	
25	10,396	MCAFEE, INC.	SPYYFM-AA-JI	ANTI-SPYWARE 1YR GOLD SUPPORT	current	$1.32
26	303	MCAFEE, INC.	AVMYFM-AA-DI	VIREX 1YR PRIORITY SUPPORT 24X7	current	$2.40
27	102	NETSUPPORT INC	NSS025MAIN	NETSUPPORT SCHOOL ANNUAL MAINTENANCE	current	$9.99

MAINTENANCE						
Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Bid Price
28	50	NOVELL MLA	877-000157	OPEN ENTERPRISE USER 7 MONTH MAINT	Need prev. agreement	
29	50	PKWARE, INC.	SEZ001101ENGEB1D	SECUREZIP STD MAINTENANCE 25-49U 1YR	current	$1.80
30	150	PROXY NETWORKS	MNT-PR-1YEAR	PROXY HOST 1 YEAR SUPPORT	current	$7.43
31	600	SHAVLIK TECHNOLOGIES	SKTS-STD1-REN	SERVICE RNWL (STANDARD) PROT WORKSTATION	— No Bid —	
32	90	SHAVLIK TECHNOLOGIES	SKTS-NPST-SUB-A	SHAVLIK NETCHK PROTECT 1 YR STANDARD	current	$19.22
33	700	SHAVLIK TECHNOLOGIES	SKTS-STD-REN	SHAVLIK STANDARD TECH SUPPORT RENEWAL	— No Bid —	
34	500	SHAVLIK TECHNOLOGIES	SKTS-PRST-REN	SHAVLIK TECH SUP REN FOR HFNETCHKPRO	— No Bid —	
35	31	SYMANTEC EXPRESS	11053653	BACKUP EXEC AGT WIN SVR 12MO ESS MNT RNW	current	$72.21
36	35	SYMANTEC EXPRESS	11054081	BACKUP EXEC WIN SVR 12MO ESSENTIAL MAINT	current	$120.74
37	28	SYMANTEC EXPRESS	14053943	BACKUP EXEC WIN SYS AGENT 12MO ESS RNWL	current	$72.21
38	44	SYMANTEC EXPRESS	13571886	BE FOR WINDOWS SERVERS AGENT 12MO ESS	current	$72.21
39	64	SYMANTEC EXPRESS	14053961	BE REMOTE AGT FOR NETWARE SVRS 12MO ES	current	$35.80
40	30	SYMANTEC EXPRESS	10763089	GHOST SOLUTION STE ESSENTIAL SPPT 1 YR	current	$5.71
41	25	SYMANTEC EXPRESS	10763160	GHOST SOLUTION SUITE 12 MONTH BASIC RNW	current	$4.45
42	600	SYMANTEC EXPRESS	13882183	GHOST SOLUTION SUITE 12 MOS BASIC	current	$1.40
43	600	SYMANTEC EXPRESS	10763128	GHOST SOLUTION SUITE 12MO BASIC MNT RNW	current	$1.40
44	2,200	SYMANTEC EXPRESS	14055171	GHOST SOLUTION SUITE 12MO BASIC RENEWAL	current	$1.40
45	50	SYMANTEC EXPRESS	14055170	GHOST SOLUTION SUITE 12MO BASIC RENEWAL	current	$4.45
46	25	SYMANTEC EXPRESS	10763145	GHOST SOLUTION SUITE ESSENTIAL -12 MNTHS	current	$5.71
47	25	SYMANTEC VALUE LICENSE PROGRAM	10485779	GHOST SOLUTION SUITE 1YR GOLD MNT RENEW	current	$4.45

MAINTENANCE						
Item No.	Est Qty	Manufacturer	Mfg Part	Description	Version Offered	Bid Price
48	24	VERIFONE	100ARFLOO2	PCCHARGE PRO STANDARD SUPPORT RENEWAL	current	$75.90
49	22	3COM	3CS-EXP7N-R61G	TIPPINGPOINT 1200 ANNUAL MAINT - GEMD 12	— No Bid —	
50	50	ACRONIS INC.	AMPS-ATI8-CWU-25-49	ACRONIS TRUE IMAGE 1YR PRIORITY SUPPORT	current	$63.36

INVITATION TO BID
Addendum # 1

King County

Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: December 16, 2009

ITB Title: General Software and Maintenance

ITB Number: 1149-09-MYP

Due Date/Time: December 22, 2009 - 2:00 p.m.

Buyer: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

This addendum is issued to revise the original Invitation to Bid No. 1149-09-MYP:

1. The proposal due date will change to Tuesday, December 22, 2009 at 2:00 PM exactly.
2. **Change** Section 4.11 Product Return to read:

   The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

   The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount to King County.