

Marcello Whitehead dba FXpromowear
Contract #: 0000002478
Attachment #1

Title: Marcello Whitehead dba FXpromowear
Scope of Work
Contract #: 0000002478

Contractor: Marcello Whitehead
4500 Harbour Pointe Blvd
Mukilteo, WA 98275

Contract Term: One year contract with two one-year extensions.

Start Date: January 8, 2010

Initial Contract Term: January 8, 2009 through January 7, 2010

Purpose: The City of Seattle has a need for promotional products that are eco-friendly that contain sustainable, recycled, recyclable, energy savings and reusable items. Should City Departments desire such items on an occasional basis, the Departments may use this Vendor. Vendor agrees to provide green promotional products when orders are placed by City Departments.

This contract is established for the convenience of the City. This is not a mandatory use contract, and the City will use this contract only when occasional City needs arise that is suited to the Vendor's services. There is currently no known usage for this service, and sales can be anticipated from no expenditures to a value no greater than \$7,000 per project.

This contract is established in anticipation of potential needs by City Departments, and usage is less than the DV limits. Should the usage on this contract exceed \$7,000 in any single invoice or \$42,000 for an annual aggregated expenditure, the City will undergo a separate competitive process. Further, should additional contractors identify capacity to perform similar work, the City may add additional such contractors for use by City Departments as well.

Background

The City of Seattle looks to improve its environmental footprint and impact associated with City purchases and seeks a Vendor which offers environmentally and socially responsible promotional products.

Scope of Work:

1. Service Required

The Vendor will be required to provide eco-friendly promotional items at the request of City Departments as needed.

The Vendor will provide any tangible promotional items that can be imprinted with City Department's official logo or the logo of its individual units.

2. Quality

All promotional items are to be error free and acceptable to the City. All promotional items not meeting this standard of quality are subject to immediate reprint or replacement at no cost to the City.

3. Packaging

The Vendor will deliver merchandise in good condition. Whenever possible, packaging will be minimal and/or made of recyclable material and/or is recyclable.

4. Artwork

Camera ready artwork for the logo and "City of Seattle" will be provided on disk by the City.

5. Estimates

The Vendor shall provide the City with a written estimate of the total cost. The estimate can be sent by mail, e-mail or fax. Failure to do so could cause contract termination. The Vendor's written estimate must provide:

- Detail about the project tasks and exact nature of the work required.
- Agreement on any auxiliary services that will be the responsibility of the Vendor, such as preparation, customer or Vendor- driven edits, production, printing or mailing prep.
- A production schedule, including delivery timeline, which is mutually agreeable to both the Vendor and ordering City Department.
- Freight
- Who shall review proofs, authorize and approve work and provide approval to proceed.
- Stipulation of whom owns the art
- Estimated hours and rates for each task.
- Statement that Vendor is liable for all costs incurred if approval is not obtained from a City representative prior to production.
- Name of the person submitting the estimate.

6. Overages

Should the Vendor provide overage of promotional products, the City will accept overages, but will not be liable for payment of such overages.

7. Freight

All shipments shall be F.O.B. destination.

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8. Invoicing

After services have been furnished to and accepted by the ordering department, the Vendor will submit the invoice to same, Attn: Accounts Payable. Listing of billing addresses of all City departments is attached.

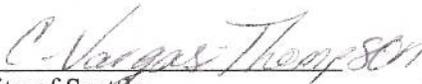
9. Discount from Manufacturer List Pricing:

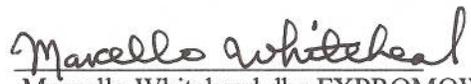
For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

The City will not make payments for work not yet performed or products not yet delivered. However, with approval of the ordering department, Vendor may submit invoices for a phase of a project completed, instead of an entire project.

10. City of Seattle Contract Terms and Conditions are incorporated into this contract. See Attachment #2.

11. Signatures below indicate acceptance of this contract including all terms and conditions, and addenda if any.


City of Seattle
Carmalinda Vargas-Thompson, Buyer


Marcello Whitehead dba FXPROMOWEAR
Marcello Whitehead, Owner/CEA

1-8-09
Date

1-08-2009
Date