BLANKET CONTRACT

The City of Seattle
CITY PURCHASING
700 – 5th Ave Ste 4112
PO BOX 94687
Seattle, WA 98124-4687

Blanket Contract #	Date	Change Order #
0000002602	07/06/09	

Payment Terms	Freight Terms
Net 30	FOB, Destination,Prepaid & Add to Invoice

Buyer:	FAX:	Phone:
Ginny Justiniano	206-233-5155	206-233-7158

Vendor # 0000298362
Invers Mobility Solutions Inc
4664 Lougheed Hwy Ste 254
Burnaby, BC V5C 5T5

Contact: Rudiger Six, General Manager
Phone #: 1-866-308-0091 ext. 20
Fax #: 604-648-9939
Email: rudy.six@invers.com
Website: www.invers.com

Ship To:
City of Seattle

Bill To:
See Attached

Invers Mobility Solutions Inc. is awarded a contract for providing the City of Seattle with Invers™ Automated Pool Module Software purchase and local server installation with monthly technical support, as a result of a sole source negotiation conducted by the City. See Attachments#1 and #1A for specifications and conditions.

The term of the Contract is from July 24, 2009 through July 23, 2014 with an option to extend for one additional five year term.

Orders shall be placed by the City of Seattle Departments. Invoices shall be mailed in duplicate to the Departments, Accounts Payable, per attached list. **Each invoice shall indicate Contract #0000002602.**

This contract is subject to your proposal, phone conversations and emails. G.Justiniano/R. Haggard/R. Six.

This contract is your NOTICE TO PROCEED.

Authorized Signature/Date

gmj 7/27/09

City of Seattle
Department of Executive Administration
Purchasing Division

CITY OF SEATTLE INVOICE ADDRESS GUIDE

Current 6/01/09

NOTE: Please send INVOICES to Mailing Address of Accounts Payable Section of the Ordering Department.

DEPARTMENT	ACCOUNTS PAYABLE CONTACT	Accounts Payable MAILING ADDRESS	PHYSICAL LOCATION	PHONE/FAX
Arts & Cultural Affairs, Office of	Truong Tran	PO Box 94748 Seattle, WA 98124-4748	700 5th Avenue, Suite 1766 Seattle, WA 98104	206-233-7016 206-684-7172
City Auditor, Office of	Susan Cohen	PO Box 94729 Seattle, WA 98124-4729	700 5th Avenue, Suite 2410 Seattle, WA 98104	206-233-1093 206-684-0900
City Light	Scott Hayes	PO Box 34023 Seattle, WA 98124-4023	700 5th Avenue, Suite 3200 Seattle, WA 98104	206-684-3563 206-684-3855
Civil Rights, Seattle Office for	Latrice Ybarra	810 3rd Avenue, Suite 750 Seattle, WA 98104-1627	810 3rd Avenue, Suite 750 Seattle, WA 98104-1627	206-684-4539 206-684-0332
Executive Administration, Dept of	Becky Thacker	PO Box 94669 Seattle, WA 98124-4669	700 5th Avenue, Suite 4350 Seattle, WA 98104	206-684-0333 206-684-0462
Information Technology, Dept of	Pamela Heilman	PO Box 94709 Seattle, WA 98124-4709	700 5th Avenue, Suite 2700 Seattle, WA 98104	206-684-4687 206-684-0911
Neighborhoods, Dept of	Nga Nguyen	PO Box 94649 Seattle, WA 98124-4649	700 5th Avenue, Suite 1700 Seattle, WA 98104	206-615-0580 206-233-5142
Planning & Development, Dept of	Cathy Stoltey	PO Box 34019 Seattle, WA 98124-4019	700 5th Avenue, Suite 1800 Seattle, WA 98104	206-233-7918 206-386-0095
Economic Development, Office of	Suching Luu	PO Box 94708 Seattle, WA 98124-4708	700 5th Avenue, Suite 5752 Seattle, WA 98104	206-684-7391 206-684-0379
Ethics & Elections Commission	Gwen Ford	PO Box 94729 Seattle, WA 98124-4729	700 5th Avenue, Suite 4010 Seattle, WA 98104	206-684-8576 206-684-8590
Finance	Becky Thacker	PO Box 94669 Seattle, WA 98124-4669	700 5th Avenue, Suite 4350 Seattle, WA 98104	206-684-0333 206-684-0462
Fire	Sheila Kelly	301 2nd Avenue South Seattle, WA 98104-2618	301 2nd Avenue South Seattle, WA 98104-2618	206-386-1461 206-233-2755
Fleets & Facilities	David Behrndt	PO Box 94689 Seattle, WA 98124-4689	700 5th Avenue, Suite 5200 Seattle, WA 98104	206-684-0630 206-684-0506
Hearing Examiner, Office of	Pat Cole	PO Box 94729 Seattle, WA 98124-4729	700 5th Avenue, Suite 4000 Seattle, WA 98104	206-615-1570 206-684-0536
Housing, Office of	Glen Byrne	PO Box 94725 Seattle, WA 98124-4725	700 5th Avenue, Suite 5700 Seattle, WA 98104	206-684-0341 206-233-7117
Human Services	Sharon Gill	PO Box 34215 Seattle, WA 98124-4215	700 5th Avenue, Suite 5800 Seattle, WA 98104	206-684-4165 206-621-5036
Law	Rithy Lim	PO Box 94769 Seattle, 98124-4769	600 4th Avenue, 4th Floor Seattle, WA 98104-1858	206-233-0095 206-684-8284
Legislative	Eric Ishino	PO Box 94728 Seattle, WA 98124-4728	600 4th Avenue, 3rd Floor Seattle, WA 98104	206-684-8141 206-684-8587
Library, Seattle Public	Dean Nishimura	1000 4th Avenue Seattle, WA 98104-1109	1000 4th Avenue Seattle, WA 98104-1109	206-386-4109 206-386-4108
Municipal Court of Seattle	Cesar Ramos	PO Box 34987 Seattle, WA 98124-4987	600 5th Avenue Seattle, WA 98104	206-684-5659 206-684-8193
Policy & Management, Office of	Julie Tobin	PO Box 94745 Seattle, WA 98124-4745	600 4th Avenue, 6th Floor Seattle, WA 98104	206-684-8859 206-233-0085
Parks & Recreation	Connie McClure	800 Maynard Avenue South, 3rd Floor Seattle, WA 98134	800 Maynard Ave South, 2nd Floor Seattle, WA 98134	206-684-7364 206-684-7285
Personnel	Bobby Lane	PO Box 34028 Seattle, WA 98124-4028	700 5th Avenue, Suite 5500 Seattle, WA 98104	206-684-7919 206-684-7751
Police	Esmat Bahandori	PO Box 34986 Seattle, WA 98124-4986	610 Fifth Avenue, 5th Floor Seattle, WA 98104	206-684-5468 206-233-7207
Police Pension	Elaine Danielson	PO Box 94729 Seattle, WA 98124-4729	700 5th Avenue, Suite1862 Seattle, WA 98104	206-386-1286 206-386-9075
Public Safety Civil Service Commission	Mary Effertz	PO Box 94729 Seattle, WA 98124-4729	700 5th Avenue, Suite1670 Seattle, WA 98104	206-233-7118 206-684-0755
Retirement System	Jean LeMaster	720 3rd Avenue, Suite 1000 Seattle, WA 98104-1829	720 3rd Ave, Suite 1000 Seattle, WA 98104-1829	206-615-1434 206-386-1506
Seattle Center	Vincent DiGianni	305 Harrison Seattle, WA 98109	305 Harrison Seattle, WA 98109	206-684-7145 206-684-7342
Seattle Public Utilities	Kathleen Organ	PO Box 34018 Seattle, WA 98124-4018	700 5th Avenue, Suite 4900 Seattle, WA 98104	206-233-7169 206-386-4033
Transportation, Seattle Dept of	Don Padgett	PO Box 34996 Seattle, WA 98124-4996	800 5th Avenue, Suite 3000 Seattle, WA 98104	206-386-4630 206-233-3887

Attachment#1
Blanket Contract#0000002602
July 24, 2009 through July 23, 2014

Invers Mobility Solutions Inc
4664 Lougheed Hwy Ste 254
Burnaby BC V5C 5T5

Contact: Rudy Six
Phone: 1-866-308-0091 ext 20
Fax: 604-648-9939
Email: rudy.six@invers.com

INVERS™ Automated Pool Module Software Purchase & Local Server Installation with Monthly Technical Support for the City of Seattle

Scope of Work:
Description of proposed motor pool location:

Location Name	# of pool vehicles	Onboard computers	Key Manager	KM type
North Service Center w/ key capacity of 48 keys	30	Yes	Yes	LAN
South Service Center w/ key capacity of 48 keys	30	Yes	Yes	LAN
Future expansion	TBD	No	No	-
Future expansion	TBD	No	No	-

Software hosting provided via shared server at INVERS' hosting facility.
Invers™ shall provide ten (10) smart card datafobs for frequent users

KeyManager configuration and Onboard computer (BCKM-II)options:

Description	Offered
Uninterrupted power supply (UPS)	Yes
Alarm Siren	Yes
WiKey-Port	Yes
Hotline Phone No.	No. City will negotiate via an Addendum on a later time.
Wireless mileage recording	Yes
WiKey-Reader & WiKey	Yes

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Pricing below shall be fixed and firm for the first year of the contract. Pricing listed below includes applicable per order volume discounts. For other price adjustments see section on Rates and Prices.

Description	Qty	Cost p.p.	Subtotal
One Time Fee for Services:			
1. Project Management flat rate (max. 25h)	3	$3,000.00	$9,000.00
2. Server set-up flat rate (max 25h)	2	$3,000.00	$6,000.00
3. Onboard computer installation training flat-rate (max 16h)	2	$2,000.00	$4,000.00
4. Software & systems training flat-rate (per day or max 8hr)	4	$1,000.00	$4,000.00
One Time Fee for Server software purchase:			
License for fully automated pool vehicles	60	Vehicle license	$22,000.00
One Time Fee for Hardware Purchase:			
1. Master smart cards	2	$ 40.00	$80.00
2. Emergency access smart cards	4	$ 40.00	$160.00
3. User Smart cart datafob	10	$8.50	$85.00
4. Outdoor KeyManager System (16 –key master box)- LAN, WiFi or GSM with options: UPS/alarm siren/WiKey-Port	2	$7,060.00	$14,120.00
5. Outdoor KeyManager System (16-key extension box) with options: WiKey-Port	4	$4,460.25	$17,841.00
6. KeyManager System's Onboard Computer (BCKM-II) with options: Wireless mileage recording/WiKey-Reader & WiKey	65	$626.82	$40,743.30
7. WiKey/DataKey(virgin)	5	$125.00	$625.00
8. Firmware Dowload cable	10	$40.00	$400.00

Attachment#1
Blanket Contract#0000002602
July 24, 2009 through July 23, 2014

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(BCKM-II)			
Total One Time Fees			**$119,054.30 ****
Monthly fees for Monthly Hosting:			
1. Shared server base rate	1	$150.00	$150.00
2. Hosting per vehicle	60	$13.00	$780.00
Monthly Maintenance Plan: (support, software/firmware upgrades, GSM data communication- if applicable)			
1. Motor Pool Software	2.00%	$22,000.00	$440.00
2. Per KeyManager System (LAN, WLAN, PSTN) master or extension box	4	$ 30.00	$120.00
3. Per KeyManager System onboard computer	60	$3.00	$180.00
Total Monthly Recurring charge			**$1,670.00 ****

**** exclusive of tax, duty, product shipment from manufacturer, installation, custom developments, and travel expenses.**

**** Additional costs (estimates):**

1. Tax: if applicable
2. Duty: typically no duty on INVERS products, if duty applies INVERS will invoice the City for charges.
3. Shipping, insurance, handling: not to exceed **$3000 per shipment**
4. Equipment installation: (typically done by your own staff - electrician, IT, car-workshop staff) internal or 3rd party charge
5. Custom developments: typically not needed
6. Travel & lodging (multiple trips, $125/night, $50/day, rental car & fuel or mileage at the Federal Internal Revenue Service Standard Business mileage rate in affect at the time of the mileage expense is incurred (currently at 48.5 cents a mile): not to exceed **$2500**

Optional components:

1. Additional onboard computers (with same order, same configuration) per unit $626.82 (one-time)
2. Additional KeyManager Extension boxes per unit $4,460.25 (one-time)
3. Smart card DataFobs for frequent users per unit $8.50 (one-time)

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4. LapID smart card sticker per unit $16.00 (one-time)
5. GSM KeyManager instead of LAN KeyManager per unit $50 (monthly)
6. GSM Extension KeyManager instead of LAN Extension KeyManager per unit $15 (monthly)
7. ComBox Type GSM - rack-mount (server modem) per unit $980.00 (one-time)per GSM ComBox modem (incl. GSM data plan) per unit $80.00 (monthly)
8. Hosting upgrade to a dedicated server (2-year commitment) $350.00 (monthly)

Payment Terms: 50% payment authorized when the hardware and software has been delivered and accepted and the remaining 50% will be payment authorized when the system is up and running, tested and performing per guaranteed by the Vendor. Net 30 days.

Contract Term: This contract shall be for five years, with five (5) one year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

Not a Mandatory Use or Guaranteed Utilization Contract: The City does not guarantee utilization of this contract. The City may provide estimates of use or the value of prior utilization of similar contracts; such information is for the convenience of the Vendor and does not serve as a guarantee of usage under any contract signed as a result of this solicitation. The City reserves the right to multiple or partial awards, to terminate contracts under the conditions named herein, and/or to order quantities based on the needs of the City. These contracts are not intended to guarantee minimum quantities of work to a single vendor, and are not intended to guarantee a closed list of eligible Vendors for City use.

- The City reserves the right to use other contract sources to obtain these products or services, including such resources as State of Washington Contracts and other public agency contracts that the City of Seattle is eligible to use as a result of an Interlocal Agreement.
- The City may also periodically resolicit for new additions to the Vendor pool, to invite additional Vendors to submit bids or proposals for award. This may be

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Burnaby BC V5C 5T5

Contact: Rudy Six
Phone: 1-866-308-0091 ext 20
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done periodically at the City option. Use of supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Rates and Prices: Pricing shall be prepared with the following terms. These are in Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Monthly fees are valid for 12 months and then subject to a yearly increase of 3% for at least 365 days after the effective date of the adjustment.

Requests for Price Decreases: Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

Requests for Price Increases: must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. **Hourly Rates or Service Pricing**: For multi-year contracts that provide services. The vendor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Vendor requests for rate increases must be no sooner than one year after contract signature, are at the discretion of the Buyer; and must be:
   - The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Vendor.

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- Incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
- Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
- Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
- The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at http://data.bls.gov/PDQ/outside.jsp?survey=wp.
- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing scheme/methodology

2. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. The Vendor may submit notice of a price reduction that provides more favorable and lower prices to the City, at any time during the contract. Requests by the Vendor to increase pricing shall be no sooner than one year after the execution of the contract, are at the discretion of the Buyer; and must also be:
   - The direct result of increases at the manufacturer's level (or if Vendor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
   - Incurred after contract commencement date.
   - Not produce a higher profit margin than that on the original contract.
   - Clearly identify the items impacted by the increase.
   - Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
   - Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
   - The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at

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http://data.bls.gov/PDQ/outside.jsp?survey=wp.

- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing scheme/methodology.

Cost Reductions: Any cost reductions to the Vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Invoicing: The Vendor is required to provide a method for tracking the cost of the item to the City. Each invoice to the City shall specify the description of item(s) (i.e. monthly fees, equipment installation), shipping and handling, insurance, duty tax (if applicable), sales tax (if applicable) and final net cost.

Contract Number on Invoice: The Vendor is required to prominently print the City Contract Number on the Invoice.

Addendum 1
Bennis Contract#0706-2802
July 24, 2009 through July 23, 2014

Bennis Mobility Solutions Inc
4684 Lougheed Hwy Ste 154
Burnaby BC V5C 5T5

Contact: Rudy Six
Phone: 1-866-308-0024 ext 22
Fax: 604-918-8939
Email: rudy.s@bennis.com

- The Adjustment of fees shall commence from and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing schedule/methodology.

Cost Reductions: Any cost reductions to the Vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. Results will not be bound by prices contained in an invoice that are higher than those in the contract, unless the higher price has been accepted by the City and the contract amended. All invoices may be rejected and returned to the Vendor for correction.

Invoicing: The Vendor is required to provide a method for tracking the cost of the item to the City. Each invoice to the City shall specify the description of item(s) (i.e. model), fees, equipment installation, shipping and handling, insurance, duty (if applicable), sales tax (if applicable) and final net cost.

Contract Number on Invoice: The Vendor is required to pronounce upon the City Contract Number on the invoice.

City of Seattle
BLANKET CONTRACT#0000002602
Attachment#1A
FOR
Invers™ Automated Pool System with monthly technical support

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City of Seattle
CONTRACT FOR INVERS AUTOMATED POOL SYSTEM WITH MONTHLY TECHNICAL SUPPORT

This Contract is made and entered into by and between City of Seattle ("City"), a Washington municipal corporation; and Invers Mobility Solutions Inc. (Address:4664 Lougheed Hwy Ste 254, Burnaby, BC V5C 5T5), a corporation British Columbia, Canada, and authorized to do business in the State of Washington.

Vendor Business:	**Invers Mobility Solutions Inc**
Name of Representative:	**Rudiger Six**
Vendor Address:	**4664 Lougheed Hwy Ste 254, Burnaby, BC V5C 5T5**
Vendor Phone:	**1-866-308-0091 ext. 20**
Vendor Fax:	**604-648-9939**
Vendor e-mail:	rudy.six@invers.com

WHEREAS, the purpose of this contract is to provide Invers Automated Pool Module Software Purchase & Local server Installation with monthly technical support; and

WHEREAS, Vendor was selected as a result of a negotiation process concluded on July 24, 2009 as required by Seattle Municipal Code since costs are anticipated to exceed $44,000 in value; and

WHEREAS, funds for this purpose are authorized through the City of Seattle annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Statement of Work contained herein, as attached and made a part hereof, the City and Vendor mutually agree as follows:

1. Term of Contract

Contract Term: This contract shall allow orders to be placed for five years, with an option to extend annually for five additional years for licensing, maintenance and support. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

2. Survivorship

All purchase transactions and deliverables executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extensions thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Vendor, Warranties, Publicity, Section Headings, Incorporated Documents and Order of Precedence, Publicity, Review of Vendor Records, Patent and Copyright Indemnification, Disputes and Limitations of Liability, shall survive the termination of this Contract.

3. Statement of Work

Vendor shall provide the products services and tasks as described in the Contract attachment#1. The Statement of Work may also be termed "work" herein.

4. Expansion Clause

This contract may be expanded as mutually agreed, if such expansion is approved in writing by the Buyer from the City Purchasing Office of the Department of Executive Administration, City of Seattle. No other City employee is authorized to make such written notices. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition, and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Certain Work Orders or changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, change in design and specifications that does not expand the work beyond the limits provided for above, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

5. Work Order Process

The Vendor shall furnish all systems pursuant to work orders issued under this Contract. Each work order shall be subject to all of the terms and conditions of this Contract, and incorporated into this Contract by this reference. The Vendor shall furnish all the goods and services ("deliverables") specified in the Work Order in an aggregate, single, complete transaction and not as separate items. For each work order under this Contract, Vendor shall commence work upon issuance of a notice to proceed by the City. Work orders under this Contract may be generated by the City under the following conditions:

(1) The Work Order is within the scope of the original solicitation and contract or is within the allowed conditions for expansions under Section 5 (Expansion Clause) above;

(2) A post-warranty annual maintenance agreement is accepted by the City;

(3) The City issues a request to upgrade equipment, software, or to change quantities of any deliverable;

(4) The City orders additional custom features or interfaces for the Systems prior to or after the acceptance period.

For any subsequent work order(s) requested by either party, the Vendor shall submit a detailed proposal for the change. The Vendor shall analyze record, estimate and submit to the City, for its approval, the proposed scope for the changed or new work, a work schedule, and a rate or price adjustment for completion of the work to be changed or added. Once this proposal is received and approved by the City, a new work order will be issued for the changed or additional work. Upon the City's written approval and notice to proceed, the Vendor shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this Contract.

The City may, at its option, add, delete or modify any part of any work order by giving Vendor notice of such change within the time period specified in the applicable work order. Within seven (7) days after the date of such notice, the Vendor shall deliver to the City an amended work order reflecting the change in description, schedule and/or dollar amount due using the unit prices as proposed for the specific work order in Vendor's Proposal.

The Vendor shall not proceed unless authorized by a mutually agreed upon amendment. Such extra work shall be in compliance with Section 4 (Expansion Clause) and shall be authorized in writing only by the City Purchasing Buyer, Department of Executive Administration. Any costs incurred due to the performance of extra work will not be reimbursed until or unless an

amendment is agreed upon.

The City does not guarantee utilization of goods and services provided for in this Contract for which the City has not issued a work order(s). The City may itself provide these goods or services or may award contracts to other Vendors for similar goods and services. In such instances, the Vendor shall not be responsible for the operation, performance or maintenance for equipment so obtained.

6. Documentation

Unless specified otherwise in Contract attachments, Vendor will provide two (2) complete sets of documentation for each Software/Hardware order or System delivered, including technical and maintenance information, and, where applicable, installation information. Vendor shall also provide two (2) complete sets of documentation for each updated version of Software that vendor provides. Vendor shall provide the documentation on or before the date Vendor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Vendor's Software documentation shall be comprehensive, well structured, and indexed for each reference. If Vendor maintains its technical, maintenance and installation documentation on a web site, Vendor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information.

The City reserves the right to withhold payment for a deliverable, modification or enhancement until it receives all documentation associated with the same.

7. Payment Procedures

Vendor shall only invoice upon the City's approval of the deliverable and in a manner consistent with the payment schedule attached (Attachment#1). Once the City has received and approved the invoice, the City will provide payment within thirty (30) days. The aggregate amount represents the full and final amount to be paid by the City for all expenses incurred and incidentals necessary to complete the work.

The City shall not be obligated to pay any other compensation, fees, charges, prices or costs, nor shall Vendor charge any additional compensation for completing the work order of the Statement of Work. All costs invoiced to the City, shall be associated with an active and open work order.

Invoices for hardware and software installed in City facilities and other work performed under this Contract shall be submitted, in writing to the City's Project Manager. Invoices shall include such information as prescribed in the Specifications or Statement of Work, and is necessary for the City to determine the exact nature of all expenditures and shall reference this Contract. Additional payment terms or invoice instructions may be mutually agreed upon by the City and the Vendor.

Payment does not constitute whole or partial acceptance; City acceptance of the System shall only occur by formal written notice to that effect.

7.1. Advance Payment Prohibited

The City does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

7.2. Travel

If certain travel is pre-approved by the City, the City will compensate travel expenses not to exceed actual travel costs given the following limitations. Vendor and the City shall determine the need for on-site presence and the City shall pre-approve travel. Vendor shall be entitled to

reasonable expenses as defined below, not to exceed the actual amount of travel costs.

- **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

- **Meals**: Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed and do not require receipts or additional documentation. The City will not reimburse for alcohol at any time.

- **Lodging**: Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work was performed. Receipts detailing each day/night lodging are required. The City will reimburse at the single occupancy rate. As an alternative, lodging billed at the published Federal Per Diem daily rate for the city in which the work is performed does not require receipts or additional documentation. In this case, the invoice needs to state that "the lodging is being billed at the Federal Per Diem daily rate."

- **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently at 48.5 cents a mile).

- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the City will only pay for the rental of "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable).

- **Miscellaneous Travel** (e.g. parking, gas, taxi, shuttle, tolls, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

The City will reimburse the Vendor at actual cost for travel expenses incurred as evidenced by copies of receipts supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.

7.3. Disputed Work

Notwithstanding all above, if the City believes in good faith that some portion of Work has not been completed satisfactorily, the City may require Vendor to correct such work prior to The City payment. In such event, the City will provide to Vendor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Vendor does not provide a sufficient remedy, The City may retain the amount equal to the cost to The City for otherwise correcting or remedying the work not properly completed.

8. Taxes, Fees and Licenses

a. Taxes: Where required by state statute, ordinance or regulation, Vendor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, The City agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Vendor shall be made for federal excise taxes and The City agrees to furnish Vendor with an exemption certificate where appropriate.

b. Fees and Licenses: Vendor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Vendor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply

with said changes during the entire term of this Contract. Vendor pricing excludes any tax, custom duties, brokerage or import fees, product shipment from manufacturer, installation, custom developments and travel expenses. Vendor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

9. Timely Completion

a. Time is of the Essence

The City has an immediate need to implement the System and/or Software and equipment for the management and operation of the City. Therefore, time is of the essence in all matters relating to this Contract.

10. License for Use

As part of the price of the System, the Vendor hereby grants to the City, and the City accepts from the Vendor, for so long as the City continues to use the System, a non-exclusive, fully paid, royalty free, perpetual license to unlimited use of the Software and related documentation for use on the System acquired by the City under this Contract. The City must maintain a license level in accordance with its pool vehicle fleet size.

11. Software Upgrades and Enhancements

Vendor shall:

a. Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;
b. Supply at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to City; and

In order to qualify for software updates and support the City must maintain a fully paid maintenance plan (monthly fees).

The server software on INVERS' hosting systems is updated regularly as needed. Upgrades are coordinated with the City to minimize operational downtimes. Service charges relating to the deployment of software upgrades on City hosted servers apply and are charged according to the real effort.

12. Warranties

12.1 Warranty of the System

Commencing on the date that the City issues its Final Acceptance Certificate, and extending for a minimum period of one (1) year, Vendor warrants that the Software furnished hereunder shall be free from pertinent programming errors and that the Software and hardware shall be free from defects in workmanship and materials and shall operate in conformity with the performance capabilities, Statement of Work, functions and other descriptions and standards applicable thereto and as set forth in this Contract including but not limited to the City's Request for Proposals; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services, Software and Hardware shall conform to the standards generally observed in the industry for similar services, Software and hardware. If Vendor is not the original Software or hardware manufacturer, Vendor shall obtain in writing the manufacturer's consent to pass through all Software and hardware warranties for the City's benefit. During this warranty period, Vendor shall replace or repair any defect appearing in the Software or hardware, or deficiency in service for 12 months at no additional cost to the City as listed below except for actual freight, FOB Destination, Prepaid & Add to Invoice.

a) <u>Hardware (Key Manager & onboard computers):</u>

12 months parts and labor manufacturer's warranty

b) Hardware (smart cards):
12 months manufacturer's warranty. At INVERS' discretion, defective smart cards will either be replaced, exchanged for another smart card technology, or the original purchase price will be credited to the City's account.

c) Software & firmware (requires an active and fully paid maintenance plan):
12 month system warranty which includes but not limited to all defects in the system during the delivery, testing and warranty period.

Products shipments to and from manufacturer:
"INVERS GmbH" located at "Auf den Weiden 17, 57078 Siegen, Germany"

The INVERS warranty excludes any subsidiary costs (such as freight, carriage, packaging, and insurance), as well as product installation/de-installation and compensation for any operational and profit losses you or any third party may experience.

12.2 Warranty Against Planned Obsolescence

The Vendor warrants that the products proposed to and acquired by the City under this Contract are new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Vendor as a replacement for any of the products provided to the City under this Contract and would result in reduced support for the product line within which the System furnished to the City is contained. The Vendor further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the System and makes the current design architecture obsolete within three (3) years after full execution of this Contract, and if the City continues its annual maintenance Contract with the Vendor, the Vendor shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the systems, at no extra cost to the City.

12.3 No Surreptitious Code Warranty

The Vendor warrants to the City that no copy of the licensed Software provided to the City contains or will contain any Self-help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the Software. The term "Self-help Code" does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any "virus," "Trojan horse," "worm" or other Software routines or Equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or data or to perform any other actions. The term Unauthorized Code does not include Self-help Code.

The Vendor shall defend City against any claim, and indemnify the City against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

12.4 Title Warranty and Warranty against Infringement

The Vendor warrants and represents that the hardware and Software provided under this Contract is the sole and exclusive property of the Vendor or that the Vendor is authorized to

provide full use of the hardware and Software to the City as provided herein. The Vendor warrants that it has full power and authority to grant the rights granted by this Contract to the City without the consent of any other person or entity.

In the event of any claim by a third party against the City for software used in the United States asserting a patent, copyright, trade secret, or proprietary right violation involving the System acquired by the City hereunder or any portion thereof, Vendor shall defend, at its expense, and shall indemnify the City against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful; provided, however, that Vendor is notified by the City in writing within a reasonable time after the City first receives written notice of any such claim, action, or allegation of infringement. In the event a final injunction or order is obtained against the City's full use of either the System or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Vendor shall, as mutually agreed upon and at Vendor's expense:

a. procure for the City the right to continue full use of the System; or
b. replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the System conforms with applicable Statement of Work); or
c. if the product was purchased and the actions described in item (1) or (2) of Section 11.4, are not practicable, re-purchase the product from the City at a price mutually agreed upon, which shall relate to the value and utility of the product to the City; or
d. if the System was leased, licensed, purchased or rented, and the actions described in item (1), (2), or (3) of Section 11.4, are not practicable, remove such System from the City's site(s) and pay the City promptly after notification for all direct and consequential damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefore under any applicable Order, Settlement, or other Contract.

In no event shall the City be liable to Vendor for any lease, rental, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the System because of such actual or claimed infringement. In the event removal or replacement of the System is required pursuant to this paragraph, Vendor shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the City's premises as nearly to their condition immediately prior to the installation of the System as is reasonably possible.

No settlement that prevents the City from continuing to use the Software, other products or Software documentation as provided in this Contract shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Contract.

12.5 No Liens

The Vendor warrants that the Software and Equipment is the sole and exclusive property of the Vendor and that the Vendor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Contract and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software and Equipment without interruption by Vendor or any other person making a claim under or through the Vendor or by right of paramount title.

12.6 Maintenance Services Warranty

The Vendor warrants that, in performing the services under the Maintenance Agreement

appended as Appendix [ ], a future Appendix. The Vendor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements, which appear in this Contract and in the Vendor's response to the City's Request for Proposal. Its products shall be uniform in appearance and clean and presentable in accordance with generally applicable standards in the industry. Errors or omissions committed by the Vendor in the course of providing Services shall be remedied by the Vendor at its own expense.

12.7 Equipment Warranty

The Vendor warrants and represents that the Equipment provided to meet the requirements of the Statement of Work shall be free from all defects, shall be in good operating order, and shall operate in conformity with the descriptions and standards as set forth in the Vendor's Proposal for a minimum of one (1) year from and after the Acceptance Date. During the warranty period, Vendor shall promptly without additional charge repair or replace the equipment or any part thereof that fails to function according the Vendor's Statement of Work or the Statement of Work of the manufacturer thereof. The City will be responsible for the actual freight, FOB Destination; Prepaid and Add to Invoice.

12.8 Merchantability and Fitness Warranty

Vendor represents and warrants that the Software, other products and Software Documentation will be merchantable and will be fit for the particular purposes established in the contract scope of work.

12.9 Warrant of Compliance with Applicable Law

The Vendor warrants that the System, and the manufacture and production thereof, are in compliance with any and all applicable laws, rules, and regulations.

12.10 Date Warranty

The Vendor warrants that all Software provided under this contract: (a) does not have a life expectancy limited by date or time format; (b) will correctly record, store, process, present calendar dates; (c) will lose no functionality, data integrity, or performance with respect to any date; and (d) will be interoperable with other software used by City that may deliver date records from the Software, or interact with date records of the Software ("Date Warrant"). In the event a Date Warranty problem is reported to Vendor by City and remains unresolved after three calendar days, at City's discretion, the Vendor shall send, at Vendor's sole expense, at least one qualified and knowledgeable representative to City's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on City's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless the City from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising our of said Breach.

12.11 Physical Media Warranty

Vendor warrants to City that each licensed copy of Software provided by Vendor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty."). The Physical Media Warranty does not apply to defects discovered more than 12 months after the date of Acceptance of the Software copy by the City. Vendor shall replace, at Vendor's expense, including shipping and handling costs, any Software copy provided by Vendor that does not comply with this Warranty.

12.12 Survival of Warranties and Representations

The representations and warranties of the Vendor made pursuant to this Contract shall survive the delivery of the System, the payment of the purchase price, and the expiration or earlier termination of this Contract.

13. Reauthorization Code Required

If a reauthorization code must be keyed in by Vendor for Software supplied under this Contract to remain functional upon movement to another computer system, Vendor shall provide the reauthorization code to City: (a) in connection with a machine upgrade or other movement for which City pays Vendor a machine upgrade fee as set forth in pricing agreement, immediately upon receipt of such fee; or (b) if City need not pay a fee or other charge in connection with the machine upgrade or other movement, within one (1) Business Day after receipt of City's notice of its machine upgrade or movement.

14. Escrowing of Source Language of Licensed Software

14.1. Source Code Escrow Package Definition. The term "Source Code Escrow Package" shall mean:

a. A complete copy in machine-readable form of the source code and executable code of the licensed Software;
b. A complete copy of any existing design documentation and user documentation and/or
c. Complete instructions for r compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

Delivery of Source Code Into Escrow. Vendor shall deliver a Source Code Escrow Package to Escrow Agent, provided that Vendor, City and Escrow Agent shall first enter into a supplementary escrow agreement as attached. Vendor and City shall use best efforts to enter into such an Escrow Agreement as soon as possible after the Effective Date of this Contract, but not later than 30 days after the Effective Date of this Contract.

14.2. Delivery of New Source Code into Escrow. If during the term of this Contract, term of license, or term of maintenance and support, Vendor provides City with a maintenance release or upgrade version of the licensed Software, Vendor shall within then (10) Business Days deposit with Escrow Agent a Source Code Escrow Package for the maintenance release or upgrade version and give city notice of such delivery.

14.3. Verification of Source Code Escrow Package. At its option and expense, City may request that the completeness and accuracy of any Source Code Escrow Package be verified.

a. Such verification may be requested once per Source Code Escrow Package.
b. Such verification will be conducted by Escrow Agent, or upon at least ten (10) Business Days' prior notice to the Vendor, by another party ("verifier") acceptable to Vendor, after full disclosure to Vendor of information reasonably requested by Vendor about Verifier.
c. Prior to conducting the verification, Verifier shall first execute a confidentiality agreement prepared by Vendor that precludes Verifier from disclosing any information to City about the Source Code Escrow Package other than whether the Source Code Escrow Package was found to be complete and accurate.
d. Unless otherwise agreed at the time y Vendor and City, verification will be performed on-site at Vendor's premises, utilizing Vendor's equipment and software, at a time reasonably acceptable to Vendor. Vendor shall make technical and support personnel available as reasonably necessary for the verification. At its discretion, Vendor may designate a representative to accompany the Source Code Escrow Package at all times, and to be present at the verification. Verifier will be City's sole representative at the verification.
e. Verifier is solely responsible for the completeness and accuracy of the verification. Neither the Escrow Agent, if different from the Verifier, nor Vendor shall have any responsibility or liability to City for any incompleteness or inaccuracy of any verification.

14.4. Escrow Fees. All fess and expenses charged by Escrow Agent will be borne by Vendor.

14.5. Release Events for Source Code Escrow Packages. The Source Code Escrow Package may be released from escrow to City, temporarily or permanently, solely upon the occurrence of one or more of the following "Escrow Release Events:"

a. Vendor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for business or assets, or becomes subject to any proceeding under any bankruptcy or solvency law, whether domestic or foreign;

b. Vendor has wound up or liquidated its business voluntarily or otherwise and City has compelling reasons to believe that such events will cause Vendor to fail to meet its warranties and maintenance obligations in the foreseeable future; or

c. Vendor has wound up or liquidated its business voluntarily or otherwise and City has compelling reasons to believe that such events will cause Vendor to fail to meet its warranties and maintenance obligations in the foreseeable future; or

d. Vendor has voluntarily or otherwise discontinued support of the Software or fails to support the Software in accordance with its warranties and maintenance obligations.

14.6. Release Event Procedures. If City desires to obtain the Source Code Escrow Package from Escrow Agent:

a. City shall comply with the procedures set forth in the Escrow Agreement to document the occurrence of the Release Event;

b. City shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with the Contract section titled Vendor's Proprietary Information;

c. If release is temporary, City shall promptly return all released materials to Vendor when the circumstances leading to the release are no longer in effect; and

d. City shall promptly, fully, and completely respond to any and all requests for information from Vendor concerning City's use or contemplated use of the Source Code Escrow Package.

15. Title to Equipment

Upon successful completion of Acceptance Testing and receipt of City's letter of Acceptance (or upon delivery, if there is no Acceptance Testing), Vendor shall convey to City good title to the Equipment free and clear of all liens, pledges, mortgages, encumbrances, or other security interests. Transfer of title to the Equipment shall include an irrevocable, fully paid-up, perpetual license to use the internal code (embedded software) in the Equipment. If City subsequently transfers title to the Equipment to another entity, City shall have the right to transfer the license to use the internal code with the transfer of Equipment title. A subsequent transfer of this software license shall be at no additional cost or charge to either City or City's transfer.

16. Ownership of Deliverables

Except for the licensed System Software and its related documentation, all data and work products produced under this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. 101 et seq, and shall be owned by the City.

17. Risk of Loss, Freight, Overages or Underages

Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Vendor from any obligations .Vendor prices shall ship Delivery Duty Paid (DDP) on air shipment from any country of destination. Shipments shall match the Work Order; any unauthorized advance or excess shipment is returnable at Vendor's expense.

18. Protection of Persons and Property

18.1 Person

The Vendor and the City shall each take reasonable precautions for the safety of employees of the other, and shall each comply with all applicable provisions of federal, state, and local laws, codes and regulations to prevent or avoid any accident or injury to a person on, about or adjacent to any premises where work under this Contract is being performed.

18.2 Property

The Vendor shall take reasonable steps to protect the City's property from injury or loss arising in connection with the Vendor's performance or failure of performance under this Contract.

18.3 No Smoking

The Vendor shall not allow any employee of the Vendor or any sub or agent thereof to smoke inside any City facility.

18.4 OSHA/WISHA

The Vendor certifies that products are designed and manufactured to meet the current federal and state safety and health regulations, including Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA). Vendor shall indemnify, defend, and hold the City harmless from all damages assessed against the City as a result of the failure of the products furnished under this Contract to so comply.

18.5 Workers Right to Know

"Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

19. Contract Notices, Deliverable Materials and Invoices Delivery

Official Contract notices shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Ginny Justiniano
City of Seattle Purchasing Division
PO Box 94687
Seattle, WA 98124-4687

If delivered by any other company, it must be addressed to:

Ginny Justiniano
City of Seattle Purchasing Division
Seattle Municipal Tower
700 5th Ave., #4112

Seattle, WA 98104-5042
Phone: 206-233-7158
Fax: 206-255-5155
E-Mail: justing@seattle.gov

Project work, invoices and communications shall be delivered to the City Project Manager:
City of Seattle, City Light Department
Attention: Rick Haggard
Phone no: 206-733-9487
Email: rick.haggard@seattle.gov

20. Representations

Vendor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

21. Inspection

Work shall be subject, at all times, to inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Vendor of responsibility for performance of the Work in accordance with this Contract, notwithstanding the City's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Vendor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

22. Affirmative Efforts for Utilization of Women and Minority Subcontracting, Non-Discrimination

a. During the performance of this contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 1201 et seq; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination.

b. Fair Contracting Practices Ordinance: Vendor shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies.

c. In accordance with Seattle Municipal Code Chapter 20.42, Vendor shall actively solicit the employment and subcontracting of women and minority group members when necessary and commercially useful for purposes of fulfilling the Statement of Work required for this Contract. Vendors shall actively solicit subcontracting bids from sub as needed to perform the work of this contract, from qualified, available and capable women and minority businesses. Vendors shall consider the grant of subcontracts to women and minority bidders on the basis of substantially equal proposes in the light most favorable to women and minority businesses. At the request of The City, Vendor shall promptly furnish evidence of the Vendor's compliance with these requirements.

d. If upon investigation, the Director of Executive Administration finds probable cause to believe that the Vendor has failed to comply with the requirements of this Section, the Vendor shall notified in writing. The Director of Executive Administration shall give Vendor an opportunity to be heard, after ten calendar days' notice. If, after the Vendor's opportunity to be heard, the Director of Executive Administration still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Vendor, pending compliance by the Vendor with the requirements of this Section.

e. Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal

Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Vendor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the Vendor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

23. Equal Benefits

a. Compliance with SMC Ch. 20.45: The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At The City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at http://cityofseattle.net/contract/equalbenefits/.)

b. Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:
   - Require the Vendor to pay actual damages for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Contract; or
   - Terminate the Contract; or
   - Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
   - Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

24. General Legal Requirements

a. General Requirement: Vendor, at no expense to The City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Vendor shall specifically comply with the following requirements of this section.

b. Licenses and Similar Authorizations: Vendor, at no expense to The City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

c. Performance Standard. All duties by Vendor or designees shall be performed in a manner consistent with accepted practices for other similar Work.

25. Indemnification

Vendor shall defend, indemnify, and save City harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful, or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees or agents. Vendor's obligation to defend, indemnify, and save City harmless shall not be eliminated or reduced by any alleged concurrent City negligence.

26. Review of Vendor Records

Vendor and its Subcontractors shall maintain books, records, documents and other evidence

relating to this Contract, including but not limited to protection and use of City's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for six (6) years from the date of expiration or termination of this Contract whichever is later.

All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying or audit by personnel so authorized by the City's Contract Administration and/or the Office of the Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the City. During this Contract's term, Vendor shall provide access to these items at a mutually agreeable time and place. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors. Vendor shall incorporate in its subcontracts this section's records retention and review requirements.

It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from City's review unless the cost or any material issue under this Contract is calculated or derived from these factors.

27. Independent Contractor

The relationship of Vendor to The City by reason of this Contract shall be that of an independent Vendor. This Contract does not authorize Vendor to act as the agent or legal representative of the City for any purpose whatsoever. Vendor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of The City or to bind The City in any manner or thing whatsoever.

It is the intention and understanding of the Parties that Vendor shall be an independent Vendor and that the City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Vendor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Vendor shall not be deemed to convert this Contract to any employment contract. It is recognized that Vendor may or will be performing professional Work during the term for other parties and that The City is not the exclusive user of the Work that Vendor will provide.

28. Assignment and Subcontracting

Neither part shall assign or subcontract any of its obligations under this Contract without mutual written consent, which shall not be granted or withheld without reasonable cause. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

29. Subcontracting

Any subcontract made by Vendor shall incorporate by reference all the terms of this Contract. Vendor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. City's consent to any assignment or subcontract shall not release the Vendor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment or subcontract.

30. Involvement of Former City Employees

Vendor shall promptly notify The City in writing of any person who is expected to perform any of the

Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. Vendor shall ensure that no Work or matter related to the Work is performed by any person (employee, sub, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

31. No Conflict of Interest

Vendor confirms that Vendor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Vendor selection, negotiation, drafting, signing, administration, or evaluating the Vendor's performance.

32. Gratuities

Vendor shall not directly or indirectly give, pay, deliver, or perform, or agree to arrange to give, pay, deliver or perform, any gratuity, gift, bonus, donation or discount of any kind, in the form of goods, services, or any other thing of value for any purpose, at any time, to any person employed by the City that is intended, or that reasonably may be seen to be intended, to benefit the Vendor by way of award, administration, or in any other way to influence the contract or any future contract. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

33. Errors & Omissions: Correction

Vendor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, Statement of Work, and other services furnished by or on the behalf of the Vendor under this Contract. The Vendor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, Statement of Work, and/or other Vendor services immediately upon notification by The City. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Vendor.

34. Intellectual Property Rights

Patent: Vendor hereby assigns to The City all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, Statement of Work, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Vendor does not convey to The City, nor does The City obtain, any right to any document or material utilized by Vendor that was created or produced separate from this Contract or was preexisting material (not already owned by The City), provided that the Vendor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Vendor grants The City an irrevocable, non-exclusive, fully-paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyright: All materials and documents prepared by Vendor in connection with the Contract and Vendor shall retain the copyright (including the right of reuse) whether or not the Contract Statement of Work is completed. Vendor grants to The City a non-exclusive, irrevocable, unlimited, fully-paid, royalty-free license to use every document and all other materials prepared by the Vendor for The City under this Contract. If requested by The City, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, The City in connection with the performance of the Work, shall be promptly delivered to The City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Vendor does not represent or warrant that such documents are suitable for reuse by The City, or others, on extensions of the project, or on any other project. Vendor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

35. Confidentiality

1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

2. If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Vendor has properly marked, the City may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

3. In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the City Vendor Questionnaire that you believe are exempt from disclosure. The City will not withhold material for notification if the Contractor simply marked confidential on the document header, footer, stamped on all pages, or offered a generic statement that the entire document is protected. Only material specifically listed and properly cited on the Vendor Questionnaire will be temporarily withheld until the City provides notification of a public disclosure request.

4. If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

5. If the Contractor does not submit a request within the Vendor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

6. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.

7. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

36. Publicity

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Vendor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific approval of the City's Project Manager or his/her designee.

37. Interlocal Agreement Act

RCW Chapter 39.34 allows cooperative purchasing between public agencies, non profits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative

Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

38. Key Persons

Vendor shall not transfer or reassign any individual designated in this Contract as essential to the Work, without the express written consent of the City, which consent shall not be unreasonably withheld. If during the Contract term, any such individual leaves the Vendor's employment, the Vendor shall present to the City one or more individual(s) with greater or equal qualifications as a replacement, subject to City approval, which shall not be unreasonably withheld. The City's approval or disapproval shall not be construed to release the Vendor from its obligations under this Contract.

39. Dispute Resolution

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Vendor's performance, if mutually agreed to be appropriate, through negotiations between the Vendor's Project Manager and the City's Project Manager, or if mutually agreed, referred to the City's named representative and the Vendor's senior executive(s). Either party may discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

40. Termination

a. For Cause: The City may terminate this Contract if the Vendor is in material breach of any of the terms of this Contract, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

b. For City's Convenience: The City may terminate this Contract at any time, without cause and for any reason including the City's convenience, upon written notice to the Vendor.

c. Nonappropriation of Funds: The City may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

d. Acts of Insolvency: The City may terminate this Contract by written notice to Vendor if the Vendor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

e. Termination for Gratuities and/or Conflict of Interest: The City may terminate this Contract by written notice to Vendor if The City finds that a conflict of interest exists in violation of the city Ethics Code, or that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Vendor or any agent therefore to any City official, officer or employee.

f. Notice: The City is not required to provide advance notice of termination. Notwithstanding, the City Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Vendor shall continue to provide products and services as required by

the City Buyer until the effective date provided in the termination notice.

g. Actions Upon Termination: In the event of termination not the fault of the Vendor, the following shall apply:

1. Vendor shall be paid for all products and services that have been ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted by the City Buyer, together with any reimbursable expenses then due.
2. For System development projects, Vendor shall be paid for progress performed that has been accepted by the City on or prior to the effective termination date, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract.
3. Vendor agrees that such payment shall fully and adequately compensate Vendor and all subs for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract.
4. Upon termination for any reason, Vendor shall provide The City with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.
5. In the event this Contract expires or is terminated for any reason, the City shall retain its rights in all Products, services and system progress that is in transit or delivered prior to the effective termination date.

41. Force Majeure– Suspension and Termination

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Disasters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

42. Major Emergencies or Disasters:

The City may undergo an emergency or disaster that may require the Vendor to either increase or decrease quantities from normal deliveries, or that may disrupt the Vendor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

a. The City shall notify the Vendor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Vendor.
b. Upon such notice by the City, the Vendor shall provide to the City goods and/or services in the quantities and schedule specified by the City, following the conditions named in this Section.
c. The City of Seattle shall be the customer of first priority for the Vendor. The Vendor shall provide its best and priority efforts to provide the requested goods and/or services to the City of The City in as complete and timely manner as possible. Such efforts by the Vendor are not to be diminished as a result of Vendor providing service to other customers.
d. If the Vendor is unable to respond in the time and/or quantities requested by the City, the Vendor shall make delivery as soon as practical. The Vendor shall immediately assist the City to the extent reasonable, to gain access to such goods and/or services. This may include:
    - Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
    - Offering the City substitutions provided the Vendor obtains prior approval from the City for such substitution.
e. The Vendor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Vendor incurring unavoidable additional costs and causes the Vendor to increase prices in order to obtain a fair rate of return, the Vendor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

43. Debarment

In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Vendor from entering into a Contract with the City or from acting as a sub on any Contract with the City for up to five years after determining that any of the following reasons exist:

a. Vendor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.

b. Vendor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.

c. Vendor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.

d. Vendor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.

e. Vendor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.

f. Vendor colluded with another Vendor to restrain competition.

g. Vendor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.

h. Vendor failed to cooperate in a City debarment investigation.

i. Vendor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment following the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

44. Recycle Products Requirements

As required by Seattle Municipal Code 20.60, whenever practicable, Vendor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City.

Vendors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Vendors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.

45. Section Headings, Incorporated Documents and Order of Precedence

45.1. The headings used herein are inserted for convenience only and do not define or limit the contents.

45.2. No verbal agreement or conversation between any officer, agent, associate or employee of The City and any officer, agency, employee or associate of the Vendor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

45.3. The following documents are incorporated. Where there is conflict or gap between or among these documents, the controlling document will be resolved in the following order of precedence (first listed being the precedent):

a. Applicable federal, state and local statutes, laws and regulations;
b. Sections of this Contract
c. All Attachments to this Contract, including Pricing, Management, and Technical Specification Agreements
d. Licensing and Maintenance Agreements
e. RFP issued by the City
f. Vendor Proposal Response
g. City Purchase Order documents issued, if any; and
h. Vendor or manufacturer publications or written materials Vendor made available to City and used to effect the sale.

46. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. No changes to provisions, price, quality, or Statement of Work of this Contract will be effective without the written consent of both parties.

47. Authority for Modifications and Amendments

The Parties hereto reserve the right to make amendments or modifications to this Contract by written agreement, signed by an authorized representative of each party. No modification, amendment, alteration, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by the City Buyer and Vendor Contracting Officer. Only the City Buyer shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of the City.

48. Severability

If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

49. Miscellaneous Provisions

a. Binding Contract: This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.

b. Applicable Law/Venue: This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

c. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

d. Waiver: No term or condition or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither acceptance by The City of Vendor performance nor payment to Vendor for any portion of Work shall constitute a waiver by The City of the breach or default of any term or condition unless expressly agreed to by The City in writing.

e. Negotiated Contract: The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

f. Attorneys' Fees: Subject to the indemnification provisions set forth in this Contract, if any action or suit is brought with respect to a matter or matters covered by this Contract, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.

g. Authority: Each party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and shall be bound by it.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

INVERS Mobility Solutions Inc.

By _____ 07/27/2009
Signature Date

RUEDIGER SIX
(Printed Name)

GENERAL MANAGER
Title

City of Seattle

By _____ 7/27/09
Signature Date

Vivian Uno, Principal Buyer

Washington State Unified Business Identifier Number (UBI): n/a

Federal Tax ID Number: 86084 2566 BC 0001 (Canadian federal tax ID)