



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 - 5th Ave Suite 4112
 P.O. Box 94687
 Seattle, WA 98124-4687

Vendor Contract # 0000002620	Date 7/17/09	Change Order #
Payment Terms N30 days	Freight Terms F.O.B Destination/Pre-Paid & Allowed	
Buyer: Vivian Uno	FAX: 206-233-5155	Phone: 206-684-0449

Vendor #: 0000300502
 IMMIXGROUP, INC.
 8444 Westpark DR STE 200
 McLean, VA 22102

Ship To: DEPT OF INFORMATION TECHNOLOGY Attn: Jeff King 700 5 th Ave Ste 2700 Seattle, WA 98104 Jeff.king@seattle.gov
Bill To: DEPT OF INFORMATION TECHNOLOGY (DoIT) Attn: Accounts Payable P.O. Box 34709 Seattle, WA 98124-4709 Pamela.heilman@seattle.gov
All invoices shall reference: Vendor Contract #0000002620

Contact: Dan Purtell
 Phone #: 703-752-0632
 Cell #: 703-928-9444
 E-Mail: dan_purtell@immixgroup.com

IMMIXGROUP, INC. is awarded a term contract for MIMOSA SYSTEMS EMAIL ARCHIVING AND EDISCOVERY SOFTWARE AND RELATED SERVICES pursuant to Federal GSA Schedule 70, Information Technology Schedule, Contract Number GS- 35F-033J, in receipt. This contract shall be effective for a five-year period starting from 7/16/09 through 7/15/14 with an option to extend the contract upon mutual agreement.

The following are Supplemental Terms and Conditions that apply to this Vendor Contract.

1) City Contacts:

For Project issues, contact:
 Stan Wu, Director of Major Projects
 Department of Information Technology
 Phone: 206-684-0554
 Email: stan.wu@seattle.gov

For delivery and technical issues contact:
 Jeff King, Enterprise Computing Technical Lead
 Department of Information Technology
 Phone: 206-684-0474
 E-mail: jeff.king@seattle.gov

For all contractual issues contact:
 Vivian Uno, Supervising Buyer
 Seattle Purchasing Services

Authorized Signature/Date 

Phone: 206-684-0449
Email: Vivian.uno@seattle.gov

- 2) Travel and Living Expenses: Travel and living expenses will be reimbursed only when the Consultant travels at least 150 miles per one way trip. Reimbursable expenses include only coach airfare at cost, ground transportation (taxi, shuttle, bus) between SeaTac Airport and downtown Seattle at cost, lodging not to exceed the then current Runzheimer Index (as of July 1, 2009, the index is \$216.52 per night) plus sales taxes, and the then current federal per diem meal allowance (as of July 1, 2009, the allowance is \$61.00 per day). The City will reimburse the Vendor for airfare, lodging and ground transportation upon receipt of copies of receipts supporting such travel expenses. Per Diem Meals will be reimbursed for each day the Vendor performs services on-site.

- 3) 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).

Authorized Signature/Date

Handwritten signature and date: 7/17/09

4) 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:
- o 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
 - o Terminate the Contract; or
 - o Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - o Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

5) Insurance

Throughout this agreement, the Consultant shall maintain insurance as required in "Insurance Requirements and Transmittal Form," in receipt.

6) Work Space Rental

The City may rent workspace to the Vendor at the Seattle Municipal Tower or other City offices during the term of this Agreement, and the Vendor's prices are net of the City's rental charge. The Vendor shall use these workspaces exclusively for work to be performed for the City and shall not be used for any other business purpose. Each workspace will include a City computer with appropriate software, a City telephone, and use of office equipment such as copy and/or fax machines. There shall be no adjustment or proration of the rental price if the Consultant does not use any part of the workstations during the project schedule.

Authorized Signature/Date

2/11/09 [Signature]

