

4600010756  
2011-0085

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

**I. PARTIES**

**A. Address**

**THIS AGREEMENT FOR SOFTWARE LICENSES, DESIGN, IMPLEMENTATION, AND MAINTENANCE SERVICES FOR LABORATORY INFORMATION MANAGEMENT SYSTEM FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city, and **ACCELERATED TECHNOLOGY LABORATORIES, INC.** ("Contractor"), an corporation authorized to do business in Texas.

The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

**City**

City Purchasing Agent  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Contractor**

Accelerated Technology Laboratories, Inc.  
496 Holly Grove School Road  
West End, NC 27376  
Attention: Christine Paszko  
cpaszko@atlab.com

The Parties agree as follows:

[Rest of page intentionally left blank.]

**B. Table of Contents**

This Agreement consists of the following sections:

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**EXHIBITS**

- A. Statement of Work
- A1. Costs
- B. Not Applicable
- C. MWBE Subcontract Terms
- D. Equal Employment Opportunity
- E. Drug Policy Compliance Agreement
- F. Drug Policy Compliance Declaration
- G. Certification of No Safety Impact Positions

**C. Parts Incorporated**

The above described exhibits are incorporated into this Agreement.

**D. Controlling Parts**

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

**B. Table of Contents**

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**EXHIBITS**

- A. Statement of Work and Costs
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**C. Parts Incorporated**

The above described exhibits are incorporated into this Agreement.

**D. Controlling Parts**

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

**E. Signatures**

The Parties have executed this Agreement in multiple copies, each of which is an original.

**ACCELERATED TECHNOLOGY  
LABORATORIES, INC.**

Signed by:

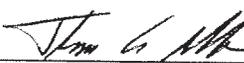
By: 

Name: CHRISTINE PASZKO

Title: VP, SALES + MARKETING

Tax ID No. 56-2113028

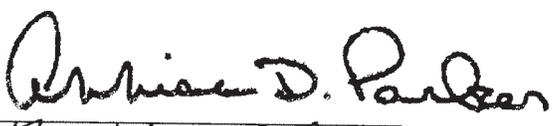
ATTEST/SEAL (if a corporation)  
WITNESS (if not a corporation)

By: 

Name: THOMAS MCLEAN

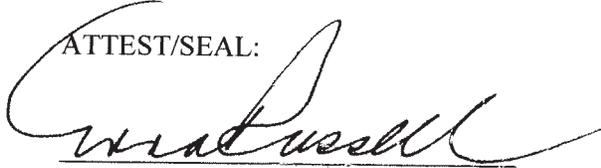
Title: ACCOUNTS MANAGER

**CITY OF HOUSTON, TEXAS**

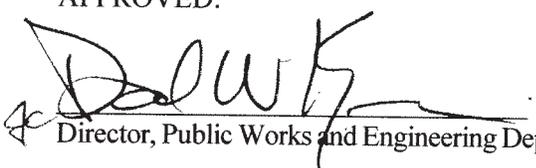
By: 

Mayor Annise D. Parker

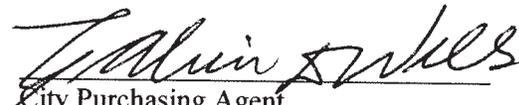
ATTEST/SEAL:

  
City Secretary

APPROVED:

  
Director, Public Works and Engineering Department

APPROVED:

  
City Purchasing Agent

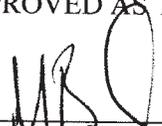
COUNTERSIGNED BY:

  
City Controller Ronald C. Shum

DATE COUNTERSIGNED:

2/14/11

APPROVED AS TO FORM:

  
Assistant City Attorney

L.D. No. \_\_\_\_\_

## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

“Acceptance” means approving the Software for use by City after testing the Software to ascertain that the Software works according to Contractor’s Documentation as set out in Section IV (F) of this Agreement. Acceptance also means the Director’s approval of Deliverables listed in Exhibit “B” including System training, conversion of data and the delivery of software licenses with City named as license holder.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

“Business Days” mean week days when City and Contractor conduct business, excluding City and Contractor holidays.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Deliverables" mean the items listed in Exhibit “B,” which Contractor shall deliver to the Director at the end of each Phase in the time listed for such delivery in Exhibit B.”

"Director" means the City Purchasing Agent or the Director of the Public Works and Engineering Department, or their designees.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

“Documentation” means the manual provided by Contractor detailing the System’s design, operations and instructions for using the System to obtain the desired results from the software operating system and hardware on which it is used.

“Include” and “including”, and words of similar import, shall be deemed to be followed by the words “without limitation”.

"Installation Site(s)" means the EWPP located at 2300 Federal Road, Houston, TX 77015 and SEWPP, located at 3100 Genoa Red Bluff Road, Houston, TX 77034.

“Laboratory Information Management System” or “System” means the on-line database proposed by Contractor in response to City’s RFP S33-T23140.

"Notice to Proceed" means a written communication from the Director to Contractor instructing

Contractor to begin performance.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

“Project” means the implementation of Contractor’s LIMS software program under this Agreement to run the Laboratory Information Management System.

“System Equipment” means the server(s) to be provided by Contractor, Contractor’s LIMS software, bar code printers, and scanners, along with the associated instruments and interfaces where appropriate.

“Software” means Contractor’s LIMS software program being licensed by the City under this Agreement to run the System being provided by Contractor under this Agreement.

### **III. DUTIES OF CONTRACTOR**

#### **A. Scope of Services**

1. In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A".

2. Contractor shall grant City a non-exclusive, non-transferrable perpetual license to use its LIMS software. Under this license, City has the right to permit unlimited City end-users to access the System.

3. Contractor shall transfer to City license obtained from Third Party Software vendors for all Third Party Software licenses purchased for the City for use on the System under this Agreement.

4. Contractor shall transfer to City title to all software developed for the City upon completion of the initial term of the contract.

5. Five days from the date of Acceptance and in consultation with the Director, Contractor shall add the City as a beneficiary to its escrow agreement with a third-party escrow agent to provide City with rights to access the source codes of the LIMS software under the terms of that escrow agreement. Annually, Contractor shall also submit to the Director a certificate confirming that the LIMS software source code in escrow is current, compilable, readable, correct and a complete version of the application in use by the City to run the System under this Agreement.

#### **B. Coordinate Performance**

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

#### **C. Time Extensions**

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her sole discretion, extend the time. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

**D. Payment of Subcontractors**

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

**E. RELEASE**

**CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**F. INDEMNIFICATION**

**CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

**(1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

**G. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

**H. INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY**

**CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**I. INDEMNIFICATION - PROCEDURES**

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**J. Insurance**

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of

insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
  - Statutory amount
- (3) Professional Liability
  - \$1,000,000 per occurrence; \$1,000,000 aggregate
- (4) Automobile Liability insurance
  - \$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give the Director 30 days' written notice to the City before its policies are canceled or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

#### **K. Warranties**

1. Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products

Contractor provides under this Agreement.

2. **Software Warranty.** Contractor warrants that the LIMS software it provides under this Agreement will be free of any defects in workmanship or materials for a period starting from the date of Acceptance and one year thereafter.

3. **Third Party Software Warranty.** Contractor shall provide the City with warranties, if any, provided by the licensor of the Third Party Software licensed to City under this Agreement.

4. **Third Party Hardware Warranty.** Contractor shall provide the City with the warranties, if any, provided by the manufacturer of all Third Party Hardware purchased for the City under this Agreement. Contractor shall assist the City in any warranty claims against such manufacturers related to the hardware provided pursuant to such warranty terms during the term of this Agreement and the manufacturer's warranty period. Contractor shall also assist the City in coordinating with manufacturer's technical support to ensure that any replacement parts required for the repair of the hardware are obtained from the manufacturer during manufacturer's warranty period and the term of this Agreement.

**L. Confidentiality - Protection of City's Interest**

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section. Contractor's agents, employees, contractors and subcontractors who convert legacy system data under this Agreement, shall pass criminal background checks before handling such data. Contractor shall ensure the confidentiality of legacy system data consisting of investigative materials that Contractor takes to offsite locations for conversion for use on the System being provided under this Agreement.

**M. Use of Work Products**

1. The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

2. Contractor warrants that it owns the copyright to the Documents.

3. Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

**N. Licenses and Permits**

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

**O. Compliance with Laws**

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

**P. Compliance with Equal Opportunity Ordinance**

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "D."

**Q. Drug Abuse Detection and Deterrence**

1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

2. Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- a. a copy of its drug-free workplace policy,
- b. the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
- c. if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no

Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

3. Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

4. Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**R. Minority and Women Business Enterprises**

1. It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

- a. subcontracts and supply agreements with Minority Business Enterprises,
- b. subcontracts and supply agreements with Women's Business Enterprises, and
- c. specific efforts to identify and award subcontracts and supply agreements to MWBEs.

Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

2. Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "C." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

**S. Pay or Play Policy**

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

**T. Personnel of Contractor**

Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

#### **IV. DUTIES OF THE CITY**

##### **A. Payment Terms**

1. Upon the Director's Acceptance of each Deliverable listed in Exhibit "B," City shall pay and Contractor shall accept the amount for that Deliverable listed in Exhibit "B."
2. Subject to the allocation of funds as set out in Section IV (F) below and effective the day, City shall pay Contractor the annual fee of \$0.00 for the first year of tech support and maintenance.
3. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (2) above expires, City shall pay Contractor the annual fee of \$9,596.00 for the second year of paid tech support and maintenance.
4. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (3) above expires, City shall pay Contractor the annual fee of \$0.00 for the third year of paid tech support and maintenance.
5. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (4) above expires, City shall pay Contractor the annual fee of \$9,596.00 for the fourth year of paid tech support and maintenance.
6. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (5) above expires, City shall pay Contractor the annual fee of \$9,596.00 for the fifth year of paid tech support and maintenance.
7. The City is paying Contractor the annual maintenance fee in advance at the beginning of each year to lock in the rate for that year. The City may audit all payments made by Contractor at a later date. Contractor shall refund any overpayments uncovered in the audit. If this Agreement is terminated before the end of a period for which payment has been made in advance, Contractor shall refund a percentage of the City's advance payment equal to the percentage of the prepaid period remaining after termination. This refund must be made within 30 days of the termination of this Agreement.

##### **B. Addition of System Equipment**

1. During the term of this Agreement, the Director has the option to request Contractor in writing for additional System Equipment. In the event the Director requests Contractor in writing for additional System Equipment, the Contractor shall provide such additional System Equipment at prices set out in Exhibit

“B” or the then current pricing at which Contractor sells such System Equipment to its government customers. For purposes of this Section, the “Effective Date” means the date on which Contractor receives written notification of the addition(s). As of the Effective Date, each additional item of System Equipment shall be subject to this Agreement as if it had been a part, but the charges for each item starts to accrue only as of the Effective Date. The total charges for additional System Equipment requested by the Director under this section must never exceed 25 percent of the original contract amount unless:

- a. the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or
- b. the City acquires the additions from Contractor through a competitive bid or competitive proposal.

**C. Taxes**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**D. Method of Payment**

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director showing the Deliverable delivered and the attendant fee. The City shall pay Contractor within 30 days of the receipt and approval of the invoices.

**E. Method of Payment - Disputed Payments**

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**F. Acceptance of System**

1. Beginning promptly after completion of System installation, the City shall operate the System for a 30-day Trial Period, with Contractor providing Support Services as set out in Section 23 of Exhibit “A.”
2. If during the Trial Period, the tests the City conducts indicate that the System is not performing

in accordance with Contractor's documentation or the requirements of this Agreement, Contractor will have 30 days to correct the problem(s), at which time the City will have an additional 15 days to retest the corrections.

3. The City shall notify Contractor of any non-conformity between the System and the Documentation and provide documentation of the non-conformity to Contractor as soon as practicable after discovery.

4. The City shall accept the System when: (i) the System and related Documentation have been completely delivered and installed, and (ii) the System has, by the end of the 30-day Trial Period, successfully operated in accordance with Contractor's Documentation and the requirements of this Agreement. The City shall reject the System if at the end of the 30-day Trial Period (plus any time the City provides to Contractor to correct defects), the Software Product has not performed in accordance with Contractor's Documentation and Contractor is unable to correct the deficiency.

5. If the City rejects the System, it will be returned to Contractor at no cost to the City and the City will not pay for the use of the System or any other applicable goods or services under this Agreement. Contractor shall return to the City all sums paid to it under this Agreement within 30 days of rejection of the System. The City reserves all other available rights at law or in equity.

#### **G. Limit of Appropriation**

1. The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$159,529.40** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

3. The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the supplemental Allocation shall be approved by motion or ordinance of City Council.

#### **"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the city council of the City of Houston. This supplemental allocation has been charged to such appropriation: \$ \_\_\_\_\_."

4. The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

#### **H. Changes**

1. At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2. The Director will issue the Change Order in substantially the following form:

#### **CHANGE ORDER**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor]  
countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

**[Here describe the additions to or changes to the equipment  
or services and the Change Order Charges applicable to each.]**

Signed:

[Signature of Director]

3. The Director may issue more than one Change Order, subject to the following limitations:
- a. Council expressly authorizes the Director to approve a Change Orders up to \$25,000. A Change Order of more than \$25,000 must be approved by the City Council.
  - b. If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

- c. The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
4. Whenever Contractor receives a Change Order, Contractor shall furnish all material and personnel necessary to perform the work described in the Change Order. The City retains the right to choose hardware from a vendor of its choosing. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.
5. A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
6. Change Orders are subject to the Allocated Funds provisions of this Agreement.

## **V. TERM AND TERMINATION**

### **A. Contract Term**

This Agreement is effective on the Countersignature Date and remains in effect for three years unless sooner terminated under this Agreement (the "Initial Term").

### **B. Renewals**

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term. At the end of the second successive one-year term, if the Director extends this Agreement to permit Contractor to complete its performance, then, the Director may in his or her sole discretion extend the time so long as such extension does not exceed 90 days. The 90-day extension of time does not require an amendment of the Agreement and Contractor is not entitled to damages for delay(s) regardless of the cause of such delay(s).

### **C. Termination for Convenience by City**

1. The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

2. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Contractor shall refund prorata advance technical support and maintenance fees paid for the period remaining after the termination of this Agreement in the manner set out in Section IV, D above.

3. TERMINATION OF THIS AGREEMENT IS CONTRACTOR'S ONLY REMEDY FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

**D. Termination for Cause**

1. If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- a. Contractor fails to perform any of its duties under this Agreement;
- b. Contractor becomes insolvent;
- c. all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- d. a receiver or trustee is appointed for Contractor.

2. If default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

**VI. MISCELLANEOUS**

**A. Independent Contractor**

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or

subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

**B. Force Majeure**

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
- a. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
  - b. provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

**C. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**D. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

**E. Written Amendment**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**F. Applicable Laws**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

**G. Notices**

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**H. Captions**

Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

**I. Non-Waiver**

1. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

2. An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**J. Inspections and Audits**

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**K. Enforcement**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

**L. Ambiguities**

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**M. Survival**

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

**N. Publicity**

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

**O. Risk of Loss**

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Deliverable passes from Contractor to the City upon Acceptance by the City.

**P. Parties in Interest**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

**Q. Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**R. Business Structure and Assignments**

1. Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

2. Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

**S. Remedies Cumulative**

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**T. CONTRACTOR DEBT**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE

CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

**EXHIBIT "A"**  
**STATEMENT OF WORK**

**Laboratory Information Management System (LIMS)**

**1.0 DESCRIPTION AND SUMMARY REQUIREMENTS**

1.1 *Definitions*

COH	City of Houston
LIMS	Laboratory Information Management Systems
NELAP	National Environmental Laboratory Accreditation Program
RFP	Request for Proposal
SOP'S	Standard Operating Procedure
IPSEC	Internet Protocol Security
VPN	Virtual Private Network
WQL	WQL
PWSID	Public Works System ID
COC	Chain of Custody
SOP	Standard Operating Procedure
QC	Quality Control
TTHM	Total Tri-Halomethane
MDL	Method Detection Limit
MCL	Maximum Contaminant Level
ODBC	Open Database Connectivity

1.2 *The City of Houston Public Works Department is soliciting proposals for the purchase of a new server based Laboratory Information Management System (LIMS) for use in its WQL (WQL). The WQL is a National Environmental Laboratory Accreditation Program (NELAP) testing laboratory. The new LIMS will replace an existing LIMS that does not offer the necessary tracking and reporting mechanisms to ensure adequate quality control throughout the testing process. The selected respondent shall provide hardware and software installation, implementation, interfacing, system validation, and user training in accordance with the terms, conditions, and specifications described herein. To be considered, the respondent must have installed a fully functional system similar to the proposed LIMS in at least two (medium to large) environmental laboratories. The LIMS version offered must be the latest version for which no ongoing problems have been identified.*

1.3 *The proposed LIMS must support connectivity and operation over the Internet through the WQL's Virtual Private Network (VPN) gateway allowing users to access, report, and retrieve their own data. If the proposer has an alternative access solution such as a public-facing portal that permits secure access to the LIMS, it may be proposed as an additional feature. The WQL will supply all necessary database software as well as the database server. The intent is to award a complete LIMS solution as described in this solicitation.*

## **2.0 SPECIFICATIONS**

### *2.1 LIMS Architecture*

- 2.1.1 It is desired that the LIMS be a multi-tiered application separating the database server, the application server/application gateway server and the client. It is also desired that these tiers be sufficiently independent so as to permit independent upgrades.*
- 2.1.2 It is desired that the LIMS web portal be browser based and use SSL for transport encryption.*

### *2.2 LIMS Hardware*

- 2.2.1 The Proposer shall supply a list of all recommended hardware. Recommendations shall be stated in vendor-neutral performance and configuration terms. The recommended hardware shall be scaled to provide three years of optimal performance for both the application tier and the database server tier. The Proposer shall also provide cost options including Proposer recommendation for the application tier hardware to allow the WQL to evaluate whether or not to opt to have the Contractor provide the application tier hardware. The LIMS shall operate on all standard Server hardware (IBM, Dell, HP) and support Windows drivers for all printing.*
- 2.2.2 The Proposer shall supply the cost options for at least 8 handheld Personal Digital Assistants (PDA's) for field data collection purposes and which can upload collected data to the LIMS. It is desired that the PDA's and the data collection/upload application use the current version of the Windows Mobile Operating System, but otherwise be vendor independent.*

### *2.3 LIMS Software*

- 2.3.1 Two identical copies of the LIMS software and any WQL chosen options supplied with the LIMS must be provided, one copy for use in a production environment and one for use in a non-productive test environment.*
- 2.3.2 The Proposer shall provide for installation of the LIMS database on Microsoft SQL Server 2000, 2005 or higher, as well as one each for production and test. The Proposer may also offer an Oracle equivalent.*
- 2.3.3 Server Platform – The WQL desires that the application and database tiers operate on the current 64 bit Windows Server platform. A 32 bit platform architecture will be considered with sufficient justification and evidence that the application and database tiers will migrate to a 64 bit platform.*

- 2.3.4 *Graphical User Interface (GUI) – A Windows GUI is desired for the LIMS. The client GUI must be compatible with Windows XP sp2, Windows Vista and Windows 7. The Vista-compatible version of the GUI must install and run in 32 bit Vista. It is desired that it also install and run in 64 bit Vista.*
- 2.3.5 *LIMS functions – The LIMS must be a fully developed software package that covers all of the functions required to operate and maintain data associated with an environmental laboratory. This will include the following modules at a minimum: Sample Receiving, Sample Tracking, Sample Scheduling, Data Entry, QA/QC, Electronic Data Transfer, Data Reporting, Chemical Inventory, and Resource Management.*
- 2.3.6 *Application Security Requirements – The LIMS must provide application level security functions. This must include a user login controlled by the application. It is desired that this also include configurable automatic logouts, periodic requirements for mandatory password changes, limits on reusability of passwords and electronic signing.*
- 2.3.7 *LIMS and laboratory standards – It is desired that the LIMS conform to standards such as the EPA's Good Laboratory Practices Act (GLPA), Good Automated Laboratory Practices Act (GALPA) and National Environmental Laboratory Accreditation Program (NELAP).*
- 2.3.8 *ISO standards – It is desired that the Proposer have a quality management system conforming to ISO 9001:2000 standards.*
- 2.3.9 *Bar-coding – The Contractor shall supply the necessary software to produce and read barcode labels. Sample login using self-generated and fully configurable barcode labels must be included in the system. The barcode software must be integrated into the LIMS so that labels can be printed directly from the LIMS application.*
- 2.3.10 *Technology upgrade – The system must have the ability to upgrade technology without changing business rules.*
- 2.3.11 *Stored records – The LIMS shall have the ability to capture, manage, associate and store unstructured electronic records (instrument files, scanned documents, pictures, etc.). Authorized users shall be able to query, add, modify and delete this information.*
- 2.3.12 *Growth – The system must allow for software technology growth provided through incremental updates of the software.*
- 2.3.13 *Users – Software must have the ability to support up to 10 concurrent users and administrators for successful operation in the WQL. If a publicly-facing portal is also proposed, it must include licensing and support for 10 concurrent users.*

- 2.3.14 *Microsoft Office – The LIMS must be tightly integrated with Microsoft Office suite 2003 or greater to allow for data import and export as well as the ability to create entry forms and reports using the Microsoft Office suite.*
- 2.3.15 *The LIMS must be compatible with software programs that run at then current market versions including Microsoft Internet Explorer, Microsoft Office Professional, LIMS software, Seagate Crystal Reports, and Windows Server.*
- 2.3.16 *Portable devices – The LIMS must support data entry from portable devices that are used for sample collection and entry of field data such as pH and chlorine. The LIMS shall allow data transfer from the portable device utilizing a connection through a workstation. In addition to sampling point parameters, a user ID and timestamp for data collection and data upload shall be captured. The data collection software for the portable device and any workstation connection/synchronization software (middleware) shall be provided as part of the LIMS software package.*
- 2.3.17 *Application security – The application must meet the database security requirements. Application administrators shall not automatically have the role of the database administrator. If the application provides a database administrator account, this shall not be the same as the application administrator account.*
- 2.3.18 *Backup and recovery – The application must provide backup and recovery solutions tools to allow WQL staff or designee to perform backup.*
- 2.3.19 *Security patches – The application must support database security patches including Quarterly Oracle or SQL Critical Patch Update, Version Upgrade Patch, and bug fixes.*
- 2.3.20 *Ad-Hoc Queries – End users shall be able to quickly and easily retrieve data without a detailed knowledge of data storage and programming techniques. This shall be accomplished with the LIMS through an interactive environment, which can retrieve sample data based on any field that is stored with a sample record. Query function shall output query results to the user's screen, printer, or allow saving a file in ASCII, PDF, CSV, or XLS format.*

## 2.4 *Qualifications*

- 2.4.1 *Only offers from the proprietary owner of the proposed LIMS or an agent or firm authorized or licensed by the proprietary owner of the proposed LIMS will be considered. It is preferred that the LIMS be supplied by the LIMS manufacturer. The successful Proposer shall be responsible for the software installation, implementation, system validation, user training, consulting services, documentation, start-up assistance, ongoing trouble shooting and annual software support. If Proposer is not the proprietary owner of the proposed software, he/she must submit with each proposal the appropriate documentation from the proprietary owner that the Proposer is authorized to submit an offer to sell, service and provide ongoing support for its proprietary software.*

## **3.0 FUNCTIONAL REQUIREMENTS**

### 3.1 *Systems Management*

- 3.1.1 *Privileges – The LIMS must provide tools for the administrator to assign user privileges. Security of data in a LIMS operation is critical. The system must provide application-based security by limiting users to functions they are privileged to perform. Security features must ensure that only authorized users enter, view, and modify data and must provide access levels to restrict the use of data viewing, data entry, data approval, data retrieval, data modification, and modification functions based on administrator criteria. This must not be based on database security but must be implemented in the application. All files of the LIMS system must have file security.*
- 3.1.2 *Audit trail – The LIMS must provide an audit trail which can be viewed and printed and which cannot be bypassed, attach time/date stamp and user information to all entries into the LIMS, and maintain original data when changes are made which require explanation for change.*
- 3.1.3 *Data archiving and purging – The LIMS must allow for data archiving and purging with the ability to recall records into the main LIMS program and screens, must have the option to view without pulling data into the active LIMS and must be user definable with the ability to select parameters for archiving/purging. Archiving and purging shall be performed by the system administrator with the capability to be scheduled automatically.*

### 3.2 *Database*

- 3.2.1 *Database version – The LIMS shall run on MS SQL Server 2000, 2005 or higher (or Oracle equivalent)*
- 3.2.2 *Database requirements – The database instance must be complete and have referential integrity to avoid orphaned records and accidental or malicious data changes on the backend tables.*

3.2.3 *Transaction journal* – A transaction journal utility shall provide database reconstruction in case of failure, which will restrict the possible loss of data to the database transactions in progress when the system fails.

### 3.3 *LIMS Functions*

#### 3.3.1 *Sample Scheduling and Login*

The LIMS shall provide the following functions:

- 3.3.1.1 Define analytical departments and sample status tags – The LIMS must provide the ability to create user defined analytical departments and sample status tags.
- 3.3.1.2 Project definition and scheduling – The LIMS shall have the ability to define and maintain client project information, including sampling and analytical requirements such as analyze ID and QC requirements, schedules and posted reminders, priority, cost and pricing information, and reporting and invoicing information.
- 3.3.1.3 Calendar view – The system must provide a calendar view of sampling schedule and all sampling and reporting deadlines. This must be filterable by customer, contract client, project, date, department, method or analysis.
- 3.3.1.4 Sample location and frequency – The LIMS shall be able to store sample collection locations and the frequency that various routine sample types are to be collected from each location.
- 3.3.1.5 Sample sites – Static information for sampling sites must be stored in the LIMS with the minimum parameters consisting of site ID, PWSID, Point-of-entry number, description, location, type, sample schedule and contact information.
- 3.3.1.6 Sample Schedule production – The LIMS must have the capability to automatically create, display and print sampling schedules based on pre-defined schedules entered into the scheduler.
- 3.3.1.7 Schedule transfer to portable devices – The LIMS must have the capability to transfer sampling information to mobile devices.
- 3.3.1.8 Sample scheduler – An automatic scheduler function with the ability to create work lists for personnel must be provided. This shall include all pertinent sample information, allowing additions, subtractions and modifications.
- 3.3.1.9 Multipoint sample login and login via portable devices – The system must have the ability to login samples from various sample-point locations both from manual and automatic entry.

- 3.3.1.10 Portable device software and data protection – It is desired that portable devices incorporate a version of the LIMS software package as opposed to a third party software program that will not allow accidental deletion of data points or results in the field. Deletion of records must be preceded with a confirmation pop-up box before allowing the deletion.
- 3.3.1.11 Sample ID codes — The LIMS must produce unique sample ID codes. In case of sample splitting, the LIMS must produce and assign subset codes for the aliquot.
- 3.3.1.12 Sample groups – The LIMS must be capable of predefining sample groups with the ability to create and maintain user defined analytical groupings including preservation, labeling, storage, and analytical information.
- 3.3.1.13 Sample labels – The standard label format shall include room for multiple fields besides the barcode and shall have the ability to be configured by an authorized user. Labels must allow multiple data types and fields that can be retrieved from the database. The LIMS must allow for multiple copies of the label to be printed along with the option to reprint the label if necessary.
- 3.3.1.14 Barcode software – Barcode software must be compatible with current market barcode readers and printers.
- 3.3.1.15 Routine sample scheduling – For routine automatically scheduled samples, the LIMS shall be able to schedule the collection and analyses which will be required for any specified time or date but which also must include:
  - 3.3.1.15.1 Daily routine samples
  - 3.3.1.15.2 Samples collected on specified days of the week
  - 3.3.1.15.3 Bi-weekly samples
  - 3.3.1.15.4 Monthly samples
  - 3.3.1.15.5 Yearly samples
  - 3.3.1.15.6 Samples collected quarterly
  - 3.3.1.15.7 Samples collected semi-annually
  - 3.3.1.15.8 Samples collected annually
  - 3.3.1.15.9 Samples collected tri-annually

3.3.1.15.10 Samples collected at greater time spans such as once per 9-year regulatory cycle

3.4 Chain of Custody (COC)

3.4.1 COC – The LIMS must be capable of producing chain of custody documents for all samples. The system must provide a user-selectable Chain of Custody (COC) that tracks the status of all samples from the time of collection until disposal. The LIMS must have the ability to print the COC in conjunction with sample labels. An authorized user shall be able to reprint chain of custody documents on request. It is desired that the appearance of the COC document have the ability to be tailored to the specific sample.

3.4.2 COC contents – The LIMS must have the capability of placing more than one sample on each COC. The LIMS must be capable of having more than one container per sample, for instance duplicates with the ability to differentiate between the separate bottles. Sample ID, bar-code, sample location, sample type, preservations required, and preparations required, special instructions, and tests requested shall be printed on each chain of custody. The COC document shall include space for the sampler to write in date/time collected, collector's name, field test results, comments, and at least two signature/date lines for transferring sample custody.

3.5 Sample Tracking

3.5.1 Sample records – The LIMS must have the capacity to enter and save sample records from collection through final disposal.

3.5.2 Sample status codes – Sample status codes shall automatically be assigned and updated by the LIMS based on events or transactions occurring and provide a method to monitor test and analysis status. The status of tests assigned to the sample shall have a direct bearing on the status of the sample itself. The LIMS shall provide codes to monitor sample status for the following:

3.5.2.1 Sample scheduled

3.5.2.2 Sample received

3.5.2.3 Sample accepted or rejected

3.5.2.4 Sample has tests assigned

3.5.2.5 Sample has all assigned tests complete

3.5.2.6 Sample results have been reviewed in LIMS

3.5.2.7 Sample data has received supervisor approval

3.5.2.8 Custom status codes defined by the laboratory

3.5.3 *Sample rejection codes – The LIMS shall permit the assignment of sample rejection codes as defined by the laboratory.*

3.5.4 *Sample disposal – The LIMS shall provide a means for users to know when the sample is ready for disposal. The user shall have the capability to dispose of samples by scanning the bar code. Sample disposal records shall include the time, date and the user who disposed of the sample.*

### 3.6 *Sample Receiving*

3.6.1 *Sample arrival – When samples arrive at the laboratory, the LIMS shall, at a minimum, record the following:*

3.6.1.1 *Date and time of sample arrival*

3.6.1.2 *The name of the person who received the sample*

3.6.1.3 *Sample location*

3.6.1.4 *Sample description or information*

3.6.1.5 *Date and time of sample collection*

3.6.1.6 *The name or initials of the sample collector*

3.6.1.7 *Unique sample ID code*

3.6.1.8 *Field test results*

3.6.1.9 *Tests required*

3.6.1.10 *Comments*

3.6.2 *Simultaneous login – The LIMS shall allow log in and receiving of samples by multiple users simultaneously.*

3.6.3 *Non-routine sample point login – It is desired that non-routine samples have a simple one-screen login process without the need to navigate through multiple screens to create the sample point.*

3.6.4 *Batch receiving – Samples of a particular type that arrive in batch shall be received in batch. It shall not be necessary for the user to re-enter similar or repeat information for a series of samples.*

3.6.5 *Information storage – The LIMS shall store information including tests required, lab sample preparation, sample holding time, and/or storage requirements with each sample type, such that the LIMS or the user can associate these tests, procedures and time limits with an incoming sample.*

*sample type, such that the LIMS or the user can associate these tests, procedures and time limits with an incoming sample.*

3.6.6 *Test association – Upon receipt of sample, the LIMS shall associate appropriate tests required for specific sample types. Users shall be able to add or delete assigned tests. The LIMS must have the capability of associating several sample containers for one test.*

### 3.7 *Laboratory Tests*

3.7.1 *Work lists – The system shall provide the ability to produce work lists, both in hardcopy and on-screen, based on sample status, sample project name, department, analysis and/or analytical method along with the ability to prioritize samples on work lists by due date, hold time, and priority flag.*

3.7.2 *Work assignment – The LIMS must limit work assignments to qualified and approved users.*

3.7.3 *Flags – The System must provide visual automatic alerts for samples approaching hold time violation.*

3.7.4 *Work assignment reports – The system shall provide for work assignment reports with the ability to select criteria such as identical analysis type, individual analyst, instrument, date, and project.*

3.7.5 *Bench sheets – The LIMS shall provide the capability to produce bench sheets by the request of the user or in a batch process. This shall include the ability to create additional bench sheets for samples received after the original bench sheet was prepared. The ability for an authorized user to delete a sample or analysis after it has been scheduled shall also be provided. Bench sheets shall be created for one type of test and associate all samples assigned to that test to a bench sheet, as well as a bench sheet for each sample and all assigned tests.*

3.7.6 *The bench sheet shall be configurable by an authorized user and shall contain the following, at a minimum:*

3.7.6.1 *Analysis and description*

3.7.6.2 *Sample name*

3.7.6.3 *Location*

3.7.6.4 *ID code*

3.7.6.5 *Sample date*

3.7.6.6 *Sample time*

### 3.7.6.7 Analysis date

**NOTE:**

*The bench sheet shall also include QC samples such as blanks, duplicates, matrix spikes and standards. It is desired that the bench sheets include SOP version and revision number.*

- 3.7.7 *Test modification – Authorized users shall be able to modify tests or procedures assigned to logged in samples without modifying the standard procedures and test assignments.*
- 3.7.8 *Hold times – The LIMS shall calculate holding time based on sample types, tests, and collection date and time.*
- 3.7.9 *Prepared sample hold times – It is desired to have a secondary sample holding time and date automatically generated for prepared samples, such as organic sample extracts.*
- 3.7.10 *Test ID code – Each test or analysis type shall be uniquely identified by a code in LIMS. The test ID code shall permit the association of multiple test components with that test code. The LIMS shall store data about each component such that the user can indicate, upon initial entry of the data, which components require computer performed mathematical computations.*
- 3.7.11 *Preservation – It is desired that the LIMS have the ability to log preservation of samples, including the type and amount of the preservative, lot number, date, time and initials of staff performing preservation.*
- 3.7.12 *Test data modification – Modifications and deletions of test data by authorized users shall be permitted and will require the entry of an explanation in the form of a comment. This shall be done with the use of a code, which shall include the explanation in the comments section. Codes shall be user selectable and shall have the option to be inserted in place of or in addition to analytical result data.*
- 3.7.13 *Data entry – Test results shall be entered in multiple formats; all results from one test performed on many samples, all results from many tests performed on one sample, all results from one test performed on one sample, or all results from many tests performed on many samples. The data entry screens must provide an efficient way to enter data.*
- 3.7.14 *Calculations – The LIMS shall permit the development and association of mathematical routines created by authorized users for designated test codes. The LIMS shall perform calculations and checks for results derived from multiple sample results (solids, TTHMs, etc.) The number of significant digits for calculations shall be user definable for each test.*
- 3.7.15 *Significant figures – The LIMS shall automatically report numeric results to the number of significant figures and decimals specified by an authorized user.*

- 3.7.17 *Text entry* – The LIMS shall be able to record text values such as “Not Detected”, “Not Analyzed”, “Present”, “Absent”, “Positive”, “Negative”, “<”, “>”, etc. The LIMS shall have the capability to handle correctly all respective result values in mathematical computations, which can be modified by an authorized user. The authorized user shall have the capability to determine how the results are calculated and displayed in charts/graphs.
- 3.7.18 *Data storage* – The LIMS shall identify and store data according to which user performed the tests, which user entered the results and which user approved the results.
- 3.7.19 *Instrument upload* – The LIMS shall be configured to import instrument data files and upload analytical data automatically into the database.
- 3.7.20 *Result Limits* – The LIMS shall allow authorized users to enter regulatory and calibration limits such as MDL’s and MCL’s and associate sets of limits with each sampling location, individual instruments, analysts and analytical method. Each parameter such as MCL in a limit set shall have associated effective dates. The LIMS shall include the ability to specify multiple sets of limits.
- 3.7.21 *Data checking* – A preliminary check of the data, including all QC data shall be completed by the LIMS immediately after entry so that limit violations will be indicated to the user immediately upon entry. The LIMS shall flag all results, which do not meet the acceptance criteria.

### 3.8 *Data Review*

- 3.8.1 *Results review* – The LIMS shall allow an authorized user to review test results by individual test code, individual samples in a range of ID codes, sample location, analysis date(s), collection date(s), result date(s), project date(s), result range and by bench sheet. Results that are out of range shall be flagged visually with a specific flag code. The LIMS shall allow the user to review historical results data in the form of tables, charts and graphs for sample locations and analyses. Precision levels of the results based on QC limits shall also be available to the user.
- 3.8.2 *Data approval* – The LIMS shall provide a function for an authorized user to approve all associated sample and test results in order to complete the assigned work and to make the data available for use in regulatory reports. Approval shall be permitted by individual sample, test type, collection location, project and analytical result date. Data approval shall automatically update the status of samples and tests.
- 3.8.3 *Final approval* – The LIMS shall permit authorized users to alter a sample and its associated data when it is discovered that some portion of the data requires a modification after the final approval. This shall be recorded in the audit trail.

### 3.9 Instrument, Test, and Sample QC

- 3.9.1 *Quality control (QC) – Authorized users shall have the ability to define QC requirements and control criteria for methods within LIMS. The system must be able to evaluate QC data for batched samples to determine flag outliers and notify the analyst. It is desired that the system identify, upload and calculate instrument calibration QC data such as continuing calibration verification (CCV) and instrument calibration verification (ICV). The LIMS shall produce QC reports and charts and have the option to choose whether to include QC data in final reports. The LIMS shall provide a means of calculating, storing and retrieving QC data such as blank results, spike recoveries, duplicates, precision, percent recovery, control limits and QC standards, and determine that the QC tests have met the control criteria.*
- 3.9.2 *QC management tools – The system must provide a full set of QC management tools. Once created, batched samples must be associated with all required QC tests, surrogates, internal standards and calculations.*
- 3.9.3 *QC assignment – It is desired that the system provide the ability to assign QC samples and to print bench sheets with QC tests and samples.*
- 3.9.4 *QC batching – Batching of QC samples must be available by test at the analyst level. Each user-defined batch must be capable of tracking blanks, spike recoveries, duplicates, precision, or any other user defined QC type tests. Result entry must be available by QC batch and transfer of QC data from instrument files. This must be facilitated by the system.*
- 3.9.5 *QC reports – Reporting of QC data is a critical feature. LIMS must allow for statistical production of laboratory control charts to evaluate lab performance and formal results to be reported along with the analytical data. QC charts must be available for review before printing.*
- 3.9.6 *QC charting – At a minimum, the LIMS must provide accuracy (means) charts for QC samples, including reagent blanks, laboratory control standards, calibration check standards, laboratory fortified blanks, laboratory fortified matrices and surrogates; and precision (range) charts, percentage RSD or relative percent difference (RPD), for duplicate analyses. The QC charting capabilities must allow easy menu driven operation to obtain current charts.*
- 3.9.7 *Final QC reports – Final QC reports must include all QC analytical results along with calculated QC data. The system is required to provide the associated QC data for all analytical data gathered for all samples, tests, and batches in one report.*
- 3.9.8 *Statistical functions – To provide the full measure of data evaluation needed to assure quality in the lab, the LIMS shall provide a full set of statistical functions and tools to create custom mathematical functions. The preferred method of providing this functionality is with a full featured and robust statistical QC package fully integrated into the LIMS. Charts and reports must be labeled with all pertinent information such as sample location, dates, and parameters.*

*tools to create custom mathematical functions. The preferred method of providing this functionality is with a full featured and robust statistical QC package fully integrated into the LIMS. Charts and reports must be labeled with all pertinent information such as sample location, dates, and parameters.*

### *3.10 Reporting*

- 3.10.1 Reporting – The LIMS must provide standard analytical reports, at a minimum, and provide secure data access for laboratory clients with read only access privileges down to the project level via the Internet with report generation and data export capabilities. The LIMS must be capable of providing management reports, including backlog, productivity, error, and invoice reports. It is desired that email alerts be provided for out-of-range data as soon as data is captured and email alerts for clients as soon as data is available.*
  
- 3.10.2 Qualifiers – The LIMS must have the ability to automatically assign and report data with appropriate qualifiers/flags for internal reports and external reports viewed through a web browser, such as J, ND, URL, B1, D, S, SC, TIC, U, or other user defined qualifiers and provide the ability for the user to manually input the qualifiers.*
  
- 3.10.3 Report development – The LIMS shall provide a report development tool that is capable of incorporating data from a variety of sources. The report generating tool shall be ODBC compliant, have a GUI interface, and shall include all calculations and formatting options necessary to produce reports required by regulations and methods. The report-generating tool shall have the ability to incorporate graphics, charts, trend lines and text into a single report. It is desired that the development tool be able to create graphics, charts and trend lines from the results retrieved from the database.*

3.10.4 *Automatic report generation – Automatic report generation must be an option available for any sample set. LIMS shall provide the option to allow an authorized user to configure the automatic generation of reports based on criteria set by the user such as on completion of all analyses of a sample, predefined collection dates, analysis dates, by customers or clients.*

3.10.5 *Email/Fax – LIMS must have the ability to email or fax from within the LIMS as well as have the option for this task to be performed automatically.*

3.10.6 *Internet Access – The LIMS must allow access to view reports for non-laboratory personnel through the WQL's VPN IPSEC gateway or, alternatively, through a public-facing secure web portal.*

### 3.11 *Instrument Interfaces*

3.11.1 *Instrument List – The LIMS shall incorporate data parsing for the following instruments:*

3.11.1.1 *Varian - AA*

3.11.1.2 *Varian – GC/MS*

3.11.1.3 *Shimadzu - TOC Analyzers (Multiple Instruments)*

3.11.1.4 *Nippon – Mercury Analyzer*

3.11.1.5 *Dionex - IC (Multiple Instruments)*

3.11.1.6 *Perkin Elmer UV/VIS*

3.11.1.7 *Agilent – GC (Multiple Instruments)*

3.11.1.8 *Agilent - GC/MS (Multiple Instruments)*

3.11.1.9 *Varian – ICP/MS*

***Preference will be given to Proposers who provide discounts for multiple instruments from a single vendor.***

3.12 *Instrument Identification - The LIMS shall provide a method to uniquely identify each instrument.*

3.13 *Data Transfer – The LIMS shall be capable of receiving and processing analytical and QC sample results directly from instruments and produce file results while the instrument is in operation and without disrupting other users on the system. The LIMS shall be able to receive and process instrument data from any PC accessing the system. The contractor will provide the software used to interface the instruments to the LIMS.*

#### **4.0 ADDITIONAL FEATURES**

*Pertinent documents – The LIMS must house and maintain static records such as SOP's, image files, help files, and other related information needed to operate and maintain a certified drinking water laboratory. The LIMS must maintain and manage version and revision numbers associated with files. Authorized users must have the ability to query, add, modify and delete this information. The LIMS must allow the attachment of files to individual samples/results.*

##### **4.2 Online help**

*4.3 It is desired that the LIMS will provide a robust, complete and useful on-line help facility for each portion of the system so that a user can request help information and then return to their original position upon exiting the help function.*

*4.4 Personnel tracking – Certifications and training shall be tracked within the LIMS for pertinent personnel and notifications issued when training is due or expired.*

*4.5 Equipment maintenance – Instrument calibrations and maintenance logs shall be tracked in the LIMS.*

*4.6 Contract analysis separation – Samples that the WQL contracts to an outside laboratory must have the ability to be separated as such, if necessary.*

#### **5.0 SUPPORT**

##### **5.1 Installation and Configuration**

*5.1.1 Installation and configuration – The contractor shall supply, install and configure all necessary hardware and software. After installation is complete and the system is operating properly, the Contractor will work with the WQL and City of Houston IT personnel to configure the LIMS to meet the functional requirements and test the system.*

*5.1.2 Installation – The contractor shall install all necessary software needed to fully operate and test the LIMS. This shall include loading all required software onto the LIMS servers, client workstations and instrument PCs.*

#### **6.0 IMPLEMENTATION**

*6.1 Implementation – When the new LIMS has been installed, configured, and verified operational, the Contractor shall work with IT and designated WQL personnel to fully implement the new system.*

- 6.2 *Documentation – The WQL shall own the source code for the LIMS if the product is no longer supported. The WQL shall own the source code for the instruments and other database interfaces supplied by the Contractor. All documentation for the LIMS, instrument interfaces and other WQL database interfaces shall be provided in hardcopy and electronic format. This shall include installation instructions, system administration and maintenance, technical references, training materials and other manuals/instructions relevant to the LIMS and the LIMS database to include any third party software integrated into the LIMS.*

## **7.0 TRAINING**

- 7.1 *Location and materials – The contractor shall provide training for all laboratory and systems personnel in the use of all LIMS application software. Training will be conducted on-site at the WQL in Houston, Texas. The Contractor shall supply instructors, instruction manuals, guides, training aids, course outlines, equipment and technical manuals.*
- 7.2 *End user training – Contractor shall provide end user training for all WQL employees (up to 15) on two separate dates so that each user can attend one session.*
- 7.3 *System administrator training – Contractor shall offer training sessions on-site or at an alternate site for up to three persons who may act as system administrators for the LIMS. If held at an alternate site, the expenses associated with travel and lodging for this site for each designated system administrator shall be paid for by the LIMS contractor. This shall include extensive training in the following areas, at a minimum:*
- 7.3.1 *Administration tasks*
  - 7.3.2 *Software management*
  - 7.3.3 *Computer security*
  - 7.3.4 *System backup and restore procedures*
  - 7.3.5 *File management utilities*
  - 7.3.6 *System generator procedures*
  - 7.3.7 *Minor code modifications*
  - 7.3.8 *System Troubleshooting*

## **8.0 TESTING**

- 8.1 *Acceptance – The acceptance test period shall run for 90 days after the successful completion of functional testing. Functional testing shall consist of hardware and software installation and configuration, and all of the items covered in section 1.4: LIMS Functions. During the acceptance period, the LIMS will be used by the laboratory staff in day-to-day operations. During this period, the Contractor shall provide toll-free telephone assistance to users in operation of the system, resolution of deficiencies, correction of major and minor software and hardware failures, fixes and workarounds to the failed software and hardware provided with the system and assistance necessary to return the system to correct operation. If, during the acceptance testing period the system fails, the 90 day test period shall reset to day 1 of the 90 day period after the system is restored to correct operation.*

## **9.0 WARRANTY AND ONGOING MAINTENANCE SUPPORT**

### *9.1 Warranty*

- 9.1.1 *Support – The LIMS contractor shall provide support for all software and hardware products provided. Contractor's Support Staff shall respond within four working hours to any support calls. It is desirable for the contractor to provide the service request (SR) option where the WQL can escalate the SR to priority one if there are production issues, in which case response shall be within two (2) hours during normal business hours. Support shall be provided for one year following the formal acceptance date with the option of establishing multiple year support agreements. The Contractor shall have remote diagnostics and Internet support to assist in troubleshooting LIMS problems. The Contractor shall supply the methodology provided to support the LIMS. The Contractor shall identify and supply an assigned project manager whose responsibility is to resolve issues that arise relative to system operation or maintenance.*
- 9.1.2 *The Proposer shall incorporate within his/her proposal the cost of two years of Support after Acceptance by the City. This Support includes at a minimum Unlimited Technical Support via a toll-free number, Programming Support, Dial-in Remote Support, and On-site Service and Maintenance at no additional cost to the City of Houston.*
- 9.1.3 *Upgrades/Patches – Regular updates, enhancements and patches to the software shall be provided and installed remotely by the Contractor as they are released with no additional cost to the WQL. Supporting documentation for patches including installation procedures performed and software details shall also be included at no extra charge. This shall be provided as long as the WQL maintains an annual support agreement with the Contractor.*
- 9.1.4 *Response Time for Off-Site Support: Contractor shall provide courteous and prompt customer support, which includes returning phone calls within a two (2) hour time frame. Contractor shall provide a toll free number between 7:00 a.m. and 7:00 p.m. Monday to Friday. In addition, the Contractor is expected to provide answers to questions and full problem resolution within 72 hours.*

- 9.1.5 *Emergency response: In an emergency, Contractor shall provide technical phone support within 2 hours. In an emergency, Contractor may be required to respond to the City via remote log in or on site within 12 hours of request. The City and the Contractor will determine the emergency status, based on urgency of business need.*

## **10.0 PROJECT IMPLEMENTATION**

- 10.1 *Contractor shall provide a project implementation plan and appropriate project management methodology. For evaluation, the City may consider the following project implementation components; timeline, approach, organization, methodology, testing and risk management. The vendor should include in their description of the project approach a discussion of phases of the project and the expected City involvement.*
- 10.2 *Contractor's Project Manager and Staffing*
- 10.2.1 *The successful Contractor(s) shall provide an active full time certified Project Manager on site (work area to be provided by the City) from the time of notice to proceed throughout the duration of the project(s); this will include the time during which implementation/integration are occurring. The certified project manager shall work exclusively with the City throughout and until full and final project acceptance.*

- 10.2.2 *The Project Manager shall be readily available to the City both in person and via phone, e-mail, and page to address issues, resolve problems, attend meetings as requested by the City Project Manager, and to ensure a smooth work flow and accurate and complete success of each phase of the project(s). The Project Manager shall be the key contact through which the City Project Manager will interact.*
- 10.2.3 *Contractor shall provide sufficient staffing to successfully complete this project under the timelines and requirements of this contract. The City requires that the contract provide dedicated staffing to work on the project from beginning to end.*
- 10.2.4 *The City reserves the right to accept or reject any Contractor Project Manager or Contractor staff member for the project and to require the Contractor to supply an immediate replacement to the complete satisfaction of the City. The Contractor's substitute Project Manager or staff member is subject to resume review and screening requirements of the City. The City reserves the right to reject any individual assigned to this project, and require a substitute. If a substitute is needed for any Contractor staff member, the Contractor shall notify the City Project Manager in writing fourteen calendar days in advance of any request to be considered by the City to substitute a Contractor Project Manager or team member. Such requests shall include the reason, qualifications of the proposed new staff member, and methodology and timeline by which the change is to be made.*
- 10.2.5 *The Contractor will be required to provide the knowledge transfer needed among Contractor personnel at no additional cost to the City. If the Contractor substitutes a project staff member who does not have sufficient project knowledge the City may, at its discretion 1) request another substitute, or 2) charge (through deduction against any amounts invoiced) the Contractor for the value of the City's time in training the Contractor's employee(s) or assuming the Contractor's duties. Failure of the Contractor to provide well-trained dedicated staff on a consistent, on-going basis may be considered by the City to be grounds for termination of the contract, at no additional expense to the City.*

### *10.3 Project Progress Reports*

- 10.3.1 *Contractor shall provide the City with documentation and other information as may be reasonably requested by the City from time to time in order to verify that the Contractor's performance of services is in compliance with the terms and conditions of the proposal and contract. The Contractor's full time on site Project Manager shall provide the City Project Manager with Daily / Weekly / Monthly status reports (Whichever is agreed upon by the City Project Manager) regarding the status of the project. The content and format of these reports will be recommended by the Contractor and are subject to amendment prior to approval by the City Project Manager.*
- 10.3.2 *Status reports shall include, but are not limited to: 1) activities performed in the prior period, 2) milestones achieved, 3) progress relative to the plan, 4) key issues and factors impacting the efforts being made, 5) corrective actions, if needed, and 6) planned activities for the coming period.*

## **11.0 COSTS AND CHARGES**

- 11.1 *Price Protection Prior to Delivery: If the Contractor's established purchase price for software delivered under the executed contract shall be less on the date of installation than the price as specified in the contract, the contract shall be deemed to provide such lower price; if such price shall be higher, the prices set forth in the contract shall apply.*
- 11.2 *Price Protection for Maintenance: Prices given for maintenance services in Charges by Type clause shall not be increased after adoption of Contractor's system.*
- 11.3 *Payment: The City shall pay the following progress payments (for the "core" software package and any other sub-modules ordered at the same time by the City):*
- 20% upon installation, testing and full acceptance of the software package, inclusive of installation and acceptance of the contracted modifications.
  - 20% upon completion of training of all users as required by the City following implementation/integration.
  - 40% upon full acceptance by the City of integration implementation, including full support by the software Contractor.
  - 20% following integration/implementation ("go live") and having run with substantial success by the City for a continuous period of three months; this includes successful and acceptable software support by the software Contractor. The City shall be the sole judge of determining when this point has been reached.
- 11.4 *The City will not make any adjustments in this schedule due to any delays on the part of the implementation/integration Contractor(s), or for any of these phases for any reason.*



**Accelerated  
Technology**  
LABORATORIES INC.

496 Holly Grove School Road  
West End, NC 27376  
(800) 565-LIMS (5467)  
www.atlab.com



## Quotation

Name / Address
City of Houston Attn: Conley Jackson City Secretary's Office - City Hall Anex 900 Bagby Houston, TX 77002

Date	Quotation #
9/1/2010	12775

Phone #	Fax #
(910) 673-8165	(910) 673-8166

Description	Qty	Cost	Total
Sample Master® Pro Sample Tracking module	1	27,999.00	27,999.00
Sample Master® Pro Data Entry module	1	27,999.00	27,999.00
Sample Master® Pro Sample Scheduling module	1	11,910.00	11,910.00
Sample Master® Pro QA/QC module	1	16,946.00	16,946.00
Sample Master® Pro Electronic Data Transfer module	1	11,910.00	11,910.00
Sample Master® Pro Chemical Inventory module	1	11,910.00	11,910.00
Sample Master® Pro Resource Management module	1	11,910.00	11,910.00
Sample Master® Pro Maintenance module (included at no charge)	1	0.00	0.00
Please Note: This quotation does not include SQL Server or Oracle Licensing			
10 Concurrent-user License Discount (40% off software only)		-48,233.60	-48,233.60
Sample Master® Pro Test Environment Copy (Modules listed above / 10 Concurrent-user license)	1	4,995.00	4,995.00
Sample Master® Result Point software (Unlimited-user License) For Client Remote Web Access - allows clients to access order/results status, analytical data and PDF reports directly from the Sample Master® database * Includes support for 1 year	1	34,995.00	34,995.00
Special Sample Master® Result Point Discount		-34,995.00	-34,995.00
ATL Gold Support (1 year from Anniversary Date) - Includes LIMS account manager, Unlimited Technical Support via a toll-free number, Programming Support (2 hours included at no charge), Dial-in Remote Support, Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and Sample Master® Solutions Newsletter	1	0.00	0.00
* ATL Gold Support included at No Charge for the first year!			
This Quote shall be valid for 30 days		<b>Total</b>	
		<b>Sales Tax (0.0%)</b>	
		<b>TOTAL</b>	

ATL Terms & Conditions Shall Apply

Ken Ochi  
Director of Sales & Marketing  
Accelerated Technology Laboratories, Inc.



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Description	Qty	Cost	Total
ATL Gold Support (Year 2) - Includes LIMS account manager, Unlimited Technical Support via a toll-free number, Programming Support (2 hours included at no charge), Dial-in Remote Support (available at a reduced rate from Silver), Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and Sample Master® Solutions Newsletter	1	11,995.00	11,995.00
Special 20% Discount for Purchasing Year 2 Gold Support in advance		-20.00%	-2,399.00
ATL Gold Support (Year 3) - Includes LIMS account manager, Unlimited Technical Support via a toll-free number, Programming Support (2 hours included at no charge), Dial-in Remote Support (available at a reduced rate from Silver), Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and Sample Master® Solutions Newsletter	1	0.00	0.00
Year 3 ATL Gold Support included at No Charge! (An \$11,995.00 Savings!)			
ATL Gold Support (Year 4 and 5) - Includes LIMS account manager, Unlimited Technical Support via a toll-free number, Programming Support (2 hours included at no charge), Dial-in Remote Support (available at a reduced rate from Silver), Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit and Sample Master® Solutions Newsletter	2	11,995.00	23,990.00
Special 20% Discount for Purchasing Year 4 and 5 Gold Support in advance		-20.00%	-4,798.00
On-site Installation (ATL Advantage Program): The Project Management Program consists of checklists, a template (if required), project implementation plan, and a dashboard series that ensures that ATL's clients successfully deploy Sample Master® LIMS. The ATL Advantage Project Management program is the result of over a decade of expertise in the LIMS industry and in compliance with ATL's ISO 9000:2001 Certified Quality Management System (Includes on-site project manager and implementation assistance) - 3 days	3	2,473.00	7,419.00
This Quote shall be valid for 30 days			<b>Total</b>
			<b>Sales Tax (0.0%)</b>
			<b>TOTAL</b>

ATL Terms & Conditions Shall Apply

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Date	Quotation #
9/1/2010	12775

Phone #	Fax #
(910) 673-8165	(910) 673-8166

Description	Qty	Cost	Total
On-site Core LIMS Administrator Training of Sample Master® LIMS (Includes all manuals) - 1 day	1	2,473.00	2,473.00
On-site Core End-user Training of Sample Master® LIMS (Includes all manuals) - 4 days (2 separate visits)	4	2,473.00	9,892.00
Voucher for 1 student to an upcoming 3-day Sample Master® LIMS Intermediate User/Administrator Training Class (LIMS Boot Camp) held in Pinehurst, NC included at No Charge - A \$2,995.00 Savings! (Travel not included: Airfare, rental car, hotel, meals, etc.)	1	0.00	0.00
On-site Instrument Integration - 4 days	4	2,473.00	9,892.00
Varian 220 AA	1	850.00	850.00
Varian Saturn 2000 GC/MS	1	850.00	850.00
Varian Saturn 2000 GC/MS *	1	425.00	425.00
Shimadzu VCSH TOC	1	850.00	850.00
Nippon RA-3420 Mercury Analyzer	1	850.00	850.00
Dionex 3000 IC	1	850.00	850.00
Perkin Elmer UV Spec	1	850.00	850.00
Agilent 7890 GC	1	850.00	850.00
Agilent 7890 GC *	2	425.00	850.00
Agilent 5793N GC/MS	1	850.00	850.00
Varian Ultra Mass 700 ICP/MS	1	850.00	850.00
* 50% Multiple Instrument Discount Applied			
Barcode Starter Package (Includes 300DPI Printer, 2 Hand-Held Scanners, 1 Ribbon, 1 Roll of Labels (1000), Barcode Software and all required cables)	2	2,995.00	5,990.00
Sample Master® Mobile Unit (For mobile data management and collection)	8	1,895.00	15,160.00
Reimbursement of travel expenses (airfare, hotel, rental car, meals, parking)	1	3,645.00	3,645.00
This Quote shall be valid for 30 days	<b>Total</b>		
	<b>Sales Tax (0.0%)</b>		
	<b>TOTAL</b>		

ATL Terms & Conditions Shall Apply



**Accelerated  
Technology**  
LABORATORIES INC.

496 Holly Grove School Road  
West End, NC 27376  
(800) 565-LIMS (5467)  
www.atlab.com



## Quotation

Name / Address
City of Houston Attn: Conley Jackson City Secretary's Office - City Hall Anex 900 Bagby Houston, TX 77002

Date	Quotation #
9/1/2010	12775

Phone #	Fax #
(910) 673-8165	(910) 673-8166

Description	Qty	Cost	Total
Special Government Discount (Off Software Only)		-10,000.00	-10,000.00
This Quote shall be valid for 30 days		<b>Total</b>	\$159,529.40
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>TOTAL</b>	\$159,529.40

ATL Terms & Conditions Shall Apply

Ken Ochi  
Director of Sales & Marketing  
Accelerated Technology Laboratories, Inc.

**Exhibit "B"**

**Not Applicable**

## ATTACHMENT "C"

### CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. \_\_\_\_\_ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. \_\_\_\_\_ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
  - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20<sup>th</sup> Floor, Houston, Texas.

**EXHIBIT "D"**  
**EQUAL EMPLOYMENT OPPORTUNITY**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor

becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, CHRISTINE PASZKO, VP, SALES as an owner or officer of  
(Name) (Print/Type) (Title)

ACCELERATED TECHNOLOGY LABORATORIES, INC. (Contractor)  
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

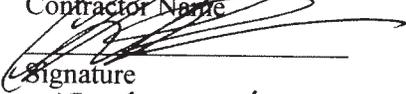
I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

10/27/10

Date

CHRISTINE PASZKO

Contractor Name

  
Signature

VP, SALES + MARKETING

Title





Email: [info@atab.com](mailto:info@atab.com) • [www.atab.com](http://www.atab.com)

496 Holly Grove School Road • West End, North Carolina 27376 • Telephone: 910.673.8165 • 1.800.565.LIMS (5467) • Fax: 910.673.8166

## **DRUG AND ALCOHOL FREE WORKPLACE**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal contractor, we have a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the company the following drug and alcohol free workplace policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized controlled substances. Employees are prohibited from reporting to work, or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the workplace including: on company paid time, on company premises, in company vehicles or while engaged in company activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing drug and alcohol free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge. The company assures that any information concerning an individual's drug or alcohol use will remain confidential.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

### **Drug and Alcohol Free Awareness Program**

In order to maintain a drug and alcohol free workplace, the company has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol misuse in the workplace; 2) the company's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol misuse violations, and violations of the company's drug and alcohol free workplace. Such education includes the inclusion of the company's drug and alcohol free workplace policy in the Employee Handbook and any other personnel policy publications.

**EXHIBIT "G"**  
**CONTRACTOR'S CERTIFICATION**  
**OF NO SAFETY IMPACT POSITIONS**  
**IN PERFORMANCE OF A CITY CONTRACT**

I, CHRISTINE PASZKO, VP, SALES + MARKETING  
(Name) (Title)

as an owner or officer of ACCELERATED TECHNOLOGY LABORATORIES (Contractor)  
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing LABORATORY INFORMATION MANAGEMENT.

(Project) SYSTEM (LIMS)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

10/27/10  
Date

CHRISTINE PASZKO  
Typed or Printed Name

  
Signature

VP, SALES + MARKETING  
Title