

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- Other - Grant Funds Available

*Debbie D. Parker*  
*Madeline P. Appel*  
 City Controller of the City of Houston,

Date: September 19, 2006  
 Texas

FUND REF: 2302-2000-520107 AMOUNT: \$ 318,000.00 ENCUMB. NO.: SR0# 4500009028  
 City of Houston, Texas Ordinance No. 2006-954

AN ORDINANCE AWARDING THE CONTRACT TO IDEA INTEGRATION, CORPORATION FOR A STORM WATER QUALITY INFORMATION SYSTEM APPLICATION FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Having duly advertised for and received competitive proposals for the work described in the title of this ordinance, the City Council hereby finds and determines that the best proposal was submitted by the Contractor named in the title hereof in the amount of \$318,000.00. The contract for said work is hereby awarded to said best respondent.

**FORM 159.M**  
**(Award/Supplemental)**

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$318,000.00 unless and until this sum is increased by ordinance of City Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED** this 20th day of September, 2006.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 26 2006.

\_\_\_\_\_  
City Secretary

(Prepared by Legal Dept. Craig Kyle Harvick)

(CKH:cmm:09/11/06)

Assistant City Attorney

(Requested by: Calvin D. Wells, City Purchasing Agent, Finance and Administration Dept.)

(L.D. File No. 0340600067001)

U:\CKH\idea.ord.DOC

CAPTION PUBLISHED IN DAILY COURT

REVIEW

DATE: SEP 26 2006

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
✓		CLUTTERBUCK
✓		EDWARDS
✓		WISEMAN
✓		KHAN
✓		HOLM
✓		GARCIA
✓		ALVARADO
✓		BROWN
✓		LOVELL
	ABSENT-ON PERSONAL BUSINESS	SEKULA-GIBBS
	ABSENT-ON PERSONAL BUSINESS	GREEN
✓		BERRY
CAPTION	ADOPTED	



B. Table of Contents

This Agreement consists of the following sections:

**TABLE OF CONTENTS**

	<u>Page No.</u>
<b>I. PARTIES.....</b>	<b>1</b>
<b>A. Address.....</b>	<b>1</b>
<b>B. Table of Contents .....</b>	<b>2</b>
<b>C. Parts Incorporated.....</b>	<b>4</b>
<b>D. Controlling Parts.....</b>	<b>4</b>
<b>E. Signatures .....</b>	<b>5</b>
<b>II. DEFINITIONS.....</b>	<b>6</b>
<b>III. DUTIES OF CONTRACTOR.....</b>	<b>7</b>
<b>A. Scope of Services .....</b>	<b>7</b>
<b>B. Coordinate Performance .....</b>	<b>7</b>
<b>C. Payment of Subcontractors .....</b>	<b>8</b>
<b>D. RELEASE .....</b>	<b>8</b>
<b>E. INDEMNIFICATION.....</b>	<b>8</b>
<b>F. INDEMNIFICATION -PATENT, COPYRIGHT, TRADEMARK .....</b>	<b>10</b>
<b>G. INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY .....</b>	<b>11</b>
<b>H. INDEMNIFICATION PROCEDURES .....</b>	<b>11</b>
<b>I. Insurance.....</b>	<b>12</b>
<b>J. Warranties .....</b>	<b>14</b>
<b>K. Confidentiality - Protection of City's Interest .....</b>	<b>14</b>
<b>L. Use of Work Products - City May Use All Documents.....</b>	<b>14</b>
<b>M. Licenses and Permits.....</b>	<b>15</b>

N.	Compliance with Laws.....	15
O.	Compliance with Equal Opportunity Ordinance .....	15
P.	Drug Abuse Detection and Deterrence.....	15
Q.	Minority and Women Business Enterprise .....	16
IV.	<b>DUTIES OF THE CITY</b> .....	17
A.	Payment Terms.....	17
B.	Taxes.....	18
C.	Method of Payment.....	18
D.	Method of Payment - Disputed Payments .....	19
E.	Acceptance -of Deliverables and SWQIS Application .....	19
F.	Limit of Appropriation .....	20
V.	<b>TERM AND TERMINATION</b> .....	21
A.	Contract Term .....	21
B.	Renewal.....	22
C.	Termination for Convenience by City .....	22
D.	Termination for Cause.....	23
VI.	<b><u>MISCELLANEOUS PROVISIONS</u></b> .....	24
A.	Independent Contractor .....	24
B.	Force Majeure .....	24
C.	Severability .....	25
D.	Entire Agreement.....	26
E.	Written Amendment .....	26
F.	Applicable Laws .....	26
G.	Notices .....	26
H.	Captions .....	27
I.	Non-Waiver.....	27

<b>J.</b>	<b>Inspections and Audits.....</b>	<b>27</b>
<b>K.</b>	<b>Enforcement.....</b>	<b>27</b>
<b>L.</b>	<b>Ambiguities .....</b>	<b>28</b>
<b>M.</b>	<b>Survival .....</b>	<b>28</b>
<b>N.</b>	<b>Publicity .....</b>	<b>28</b>
<b>O</b>	<b>Parties In Interest.....</b>	<b>28</b>
<b>P.</b>	<b>Successors and Assigns .....</b>	<b>28</b>
<b>Q</b>	<b>Business Structure and Assignments .....</b>	<b>28</b>
<b>R.</b>	<b>Remedies Cumulative.....</b>	<b>29</b>
<b>S.</b>	<b>CONTRACTOR DEBT .....</b>	<b>29</b>
<b>T.</b>	<b>BUSINESS ETHICS .....</b>	<b>30</b>

**EXHIBITS**

- A. Scope of Services
- A-1 Technical Features of SWQIS Application
- B. City Project Implementation Plan
- 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.

E. Signatures

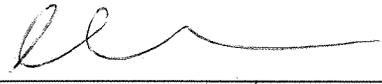
The Parties have executed this Agreement in multiple copies, each of which is an original.

**IDEA INTEGRATION CORP.**

VENDOR ID# 116854

**CITY OF HOUSTON, TEXAS**

Signed by:

By: 

Name: *Matthew Childers*  
Title: *Managing Director*

By: \_\_\_\_\_

Mayor

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

ATTEST/SEAL:

By: \_\_\_\_\_

Name:

Title:

City Secretary

APPROVED:

COUNTERSIGNED BY:

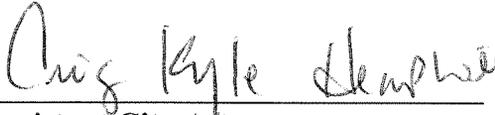
  
Director, Public Works and Engineering  
Department 

City Controller

  
City Purchasing Agent

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

  
Assistant City Attorney  
L.D. No. 0340000067001

**IDEA INTEGRATION CORP.**

**OFFICER'S CERTIFICATE**

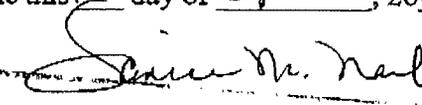
I, Tyra H. Tutor, being the duly appointed Assistant Secretary of Idea Integration Corp., a Florida corporation (the "Company"), do hereby certify on behalf of the Company that:

- a) This Certificate has been prepared pursuant to The City of Houston, Texas Contract Services Agreement and all amendments thereto.
- b) **Matthew Childress**, Sr. Vice President and Managing Director, has the authority to sign the City of Houston contract documents and is empowered to bind the Company to the provisions of the Statement of Work and any contract awarded pursuant to it.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of September 13, 2006.



Tyra H. Tutor  
Assistant Secretary

The foregoing was sworn to and subscribed before me this 13<sup>th</sup> day of September, 2006,  
by Tyra H. Tutor, who is personally known to me. 



---

## II. DEFINITIONS

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

“Acceptance” (or Accepted) means the custom-modified version of the Storm-Water Quality Information System Application (“SWQIS Application”) as herein defined, which is approved by City after testing as set out in Section IV(E) below to run City’s Capital Improvements Projects management database.

“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 custom-modified portions of the SWQIS Application modules implemented for City under this Agreement.

“Director” means the Director of City’s Public Works and Engineering Department, City Purchasing Agent, or the person that the Director of City’s Public Works and Engineering Department designates.

“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.

“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 custom-modification and implementation of Contractor’s SWQIS Application under this Agreement to be used by PWE.

“SWQIS Application” means Contractor’s software application being licensed by City under this Agreement to be used by PWE.

“System” means the custom-modified SWQIS Application and database configured and delivered to City under this Agreement to meet its project management needs.

### **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-transferable perpetual license to use Contractor’s SWQIS Application software to be used by PWE. Under this license, City has the right to permit an unlimited number of City end-users to access the database. City will own the source code and City will have rights to request the vendor modify the source code in the future

(3) Contractor shall provide at least one complete copy of the most current version of the executable code and applicable documentation for all modules of the installed, modified, tested and Accepted SWQIS Application software listed above.

(4) City has the right to make one back up copy of the SWQIS Application software.

(5) During the term of this Agreement, the Director has the option to require in writing that Contractor to deposit source codes of the Accepted custom-modified SWQIS Application software in an escrow account established and paid for by Contractor with an escrow agent selected by City.

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. 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 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.

D. RELEASE

**CONTRACTOR AGREES TO AND SHALL RELEASE 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.**

**E. INDEMNIFICATION**

**CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD 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.

F. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS 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.

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

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY CITY ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**H. INDEMNIFICATION - PROCEDURES**

(1) Notice of Claims. If City or Contractor receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving Party shall give written notice to the other Party within ten 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.

Such notice does not estop or prevent City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice.

If City does not provide this notice within the ten day period, City does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of such 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 City. Contractor shall then control the defense and any negotiations to settle the claim. Within ten days after receiving written notice of the indemnification request, Contractor must advise City as to whether or not it will defend the claim. If Contractor does not assume the defense, 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, 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 City, unless it: (i) would result in injunctive relief or other equitable remedies or otherwise require City to comply with restrictions or limitations that adversely affect City, (ii) would require City to pay amounts that Contractor does not fund in full, or (iii) would not result in City's full and complete release from all liability to the plaintiff(s) or claimant(s) who are parties to or otherwise bound by the settlement.

I. 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 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 City, and that it shall give 30 days written notice to City before they may be canceled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, 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.

J. 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 SWQIS Application software it provides under this Agreement will be free of any defects in workmanship or materials for the period starting from the date of Acceptance and ending 90 days thereafter.

K. 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.

L. Use of Work Products - City may use all documents

- (1) City may use Documents that Contractor prepares or obtains under this

Agreement.

- (2) Contractor warrants that it owns the copyright to Documents.
- (3) Contractor shall deliver originals of Documents to the Director on request.

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

M. 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.

N. Compliance with Laws

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

O. Compliance with Equal Opportunity Ordinance

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

P. Drug Abuse Detection and Deterrence

(1) It is the policy of 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 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 position with its Drug Policy Compliance Agreement, it also shall file every six 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 six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to run on the date 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’s inspection.

Q. Minority and Women Business Enterprises

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 15% of the value of this Agreement to MWBEs. 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

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women=s Business Enterprises,  
and
- (3) 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.

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.

#### IV. DUTIES OF THE CITY

##### A. Payment Terms

(1) City shall pay Contractor the sums listed against each Deliverable in Exhibit "B" upon completion, testing and Acceptance of each Deliverable by City as set out in Section IV(E) below for a total price of \$318,000.00. City shall pay Contractor the sums listed in Exhibit "B" for training City end-users identified for such training by Director upon the Director's certification that Contractor has completed such training.

City shall retain a sum of \$63,600.00 or \$21,200.00 per invoice from each of the last three invoices for the final three Deliverables of the Project. City shall pay Contractor the sum of \$63,600.00 upon testing and final Acceptance of the System. Contractor warrants that it can provide all Deliverables and professional services set out in Exhibits "A" and "B" for \$318,000.00. Contractor also warrants that City's cost of licensing its SWQIS Application software under this Agreement is included in the total Project cost of \$318,000.00.

(2) City shall pay and Contractor shall accept the annual maintenance fees set out in Exhibit "B" for the periods set out in Exhibit "A." City is paying Contractor the annual maintenance fee in advance at the beginning of each year to lock in the rate for that year, and subsequent three years.

City may audit all payments made to 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 termination of this Agreement.

B. Taxes

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

C. Method of Payment

Upon Acceptance and approval of the Deliverables by the Director, City shall pay Contractor on the basis of invoices submitted showing the services rendered, the Deliverables submitted for Acceptance and approval and the cost for such services and Deliverables according to the prices set out in Exhibit "B". Contractor shall submit annual invoices for technical support and maintenance fees. City shall pay Contractor within 30 days of the receipt and approval of the invoices.

D. Method of Payment - Disputed Payments

If 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.

E. Acceptance - of Deliverables and SWQIS Application

Beginning promptly after Contractor has installed each Deliverable, City shall operate the

System for a 60-day trial period, with Contractor providing Support Services.

If during the Trial Period, the tests City conducts indicate that the Deliverable is not performing in accordance with Contractor's Documentation or the requirements of this Agreement, Contractor will have 60 days to correct the problem(s), at which time City will have an additional 30 days to retest the corrections.

City shall notify Contractor of any non-conformity between the operation of the Deliverable on the System and Contractor's Documentation and provide documentation of the non-conformity to Contractor as soon as practicable after discovery.

City shall accept the Deliverable when: (i) the Deliverable and related Documentation have been completely delivered and installed and (ii) the System has, by the end of the 60-day trial period, successfully operated in accordance with Contractor's Documentation and the requirements of this Agreement. Upon acceptance of the Deliverable, City shall pay Contractor upon approval and signature by Director, or his or her authorized agent. Alternatively, City shall reject the Deliverable of the completed System if at the end of the 30-day trial period (plus any time City provides to Contractor to correct defects) the Deliverable or the System has not performed in accordance with Contractor's Documentation and Contractor is unable to correct the deficiency.

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

---

F. Limit of Appropriation

(1) 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 City's Charter and Article XI, Section 5 of the Texas Constitution, City has appropriated and allocated the sum of \$318,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of 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) City makes a supplemental allocation by sending a notice signed by PWE, the City Purchasing Agent and the City Controller to Contractor in substantially the following form:

**“NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS”**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the “City”)

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the “[title of this Agreement]” between City and (name of Contractor) countersigned by City Controller on (Date of Countersignature) (the “Agreement”).

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the Director, 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.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:

(Signature of the City Controller)  
City Controller of the City

REQUESTED:

(Signature of the Director)  
Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. 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 City and no right to damages of any kind.

G. Changes

(1) At any time during the contract term, 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) 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 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, 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, equipment, and personnel necessary to perform the work described in the Change Order. 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. 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 scope of work described in this Agreement, and is subject to the terms and conditions of this Agreement as if it had originally been a part of this 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 from the Countersignature Date, with an option by City to extend the agreement for two additional one-year terms, unless sooner terminated under this Agreement (the "Initial Term"). It is understood that pursuant to this Agreement the Director may from time to time issue one or more Work Orders to the Contractor concerning the SWQIS Application within the scope of the Project definition. Within 14 days of issuance of each Work Order, Contractor shall provide City with a written work plan that describes the time of completion for the Work Order, the detailed estimated fee for the Work Order and a detailed description of the Work Order. The work plan shall be submitted to the Director for approval. The Director may change the detail description of the Work Order at any time. In such event, Contractor shall submit a new detail description, time of performance and detailed estimated cost incorporating in the Director's changes.

B. Renewals

If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before termination of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, this Agreement is renewed for two successive one-year terms upon the same terms and conditions.

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future; provided, however, City shall compensate Contractor for the time worked up to the termination date based upon the payment terms of this Agreement.

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 pro-rata advance technical support fees paid for the period remaining after the termination of this Agreement in the manner set out in Section IV, A (2).

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

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. 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:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

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 City.

## VI. MISCELLANEOUS

### A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. 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 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 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 City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against 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 City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

(4) 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 ten days from the date performance is affected, the Director may terminate this Agreement by giving seven 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 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 required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

---

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

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.

An approval by the Director, or by any other employee or agent of 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 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. Parties In Interest

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

P. 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 City.

Q. Business Structure and Assignments

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 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.

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

R. 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.

S. 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 CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE 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.

---

T. BUSINESS ETHICS

During the course of performance of this Agreement, Contractor and its Professional Consultants and vendors will maintain business ethics standards aimed at avoiding improprieties or conflicts of interest. Contractor shall offer no benefit of thing of value to any City employee or official that would cause that person to be in violation of Sections 36.08-36.10 of the Texas Penal Code, Section 18.3 of the Houston Code of Ordinances, Section 1-39 of the Mayor's Executive Order (unless waived) or any other applicable rule or standard of conduct of a comparable nature. At any time, Contractor believes there may have been a violation of this obligation Contractor shall notify City of the possible violation.

---

## **EXHIBIT "A"**

---

### **SCOPE OF SERVICES**

Contractor shall perform the following functions and deliverables concerning the Project:

- A) Provide 120 hours per year for four years, from the completion date of implementing the Project, of free maintenance, where "maintenance" is defined as bug fixes, onsite support, issue resolution, and ongoing work on the system that is not building additional functionality, which begins upon acceptance of the System. Any "maintenance" as defined here in section A of Exhibit "A," which exceeds the 120 hour limit per year shall be billed by Idea to City of Houston at a rate of \$110/hr;
- B) Provide at a rate of \$110/hr locked in for three years, from the completion date of implementing the Project, development of additional functionality. Such additional functionality may include other City of Houston groups on the system or add desired upgrades;
- C) Discovery as provided by City's RFP specifications;
- D) Sharepoint Integration as provided by City's RFP specifications;

---

- E) GIS Integration as provided by City's RFP specifications;
- F) Workflow as provided by City's RFP specifications;
- G) Reporting as provided by City's RFP specifications;
- H) Testing as provided by City's RFP specifications; and
- I) Rollout as provided by City's RFP specifications

**EXHIBIT "A-1"**

---

**Technical Features of SWQIS Application**

## EXHIBIT "B"

### City Project Implementation Plan

City shall pay Contractor in accordance with Section IV.A. upon acceptance of the Deliverables set forth below. Contractor shall implement the Project in the following phases at rates set out against each phase. In addition, the parties shall agree upon a date of delivery schedule for the following phases within thirty days of the Notice to Proceed:

#### **(A) Discovery: 564 hours (\$74,000)**

- Detailed Project Work Plan
- Requirements Document / Process Design Models and Narrative
- Use Case Document
- Functional Design Document
- Wireframe Design
- Interface/Graphic Composites
- Current Project Work Plan
- Project Status / Budget reports
- Sign-off Document for Approval of Stage

#### **(B) SharePoint Integration: 710 hours (\$66,000)**

- Functional SharePoint portal solution per Requirements document (not integrated)
- Initial Test Plan
- Initial Build document
- Current Project Work Plan
- Project Status / Budget reports
- Sign-off Document for Approval of Stage

#### **(C) GIS Integration: 269 hours (\$25,000.00)**

- Functional ArcGIS / Constellation features per Requirements document (integrated with SharePoint portal)
- Functional custom ArcGIS features for Selection per Requirements document (integrated with SharePoint portal)
- Updated Test Plan
- Updated Build document
- Current Project Work Plan
- Project Status / Budget reports
- Sign-off Document for Approval of Stage

**(D) Workflow: 355 hours (\$33,000)**

---

- BizTalk Orchestration models per Requirements document
- InfoPath forms per Requirements document
- Updated Test Plan
- Updated Build document Current Project Work Plan
- Project Status / Budget reports
- Sign-off Document for Approval of Stage

**(E) Reporting: 301 hours (\$28,000)**

- Functional Report definitions
- Updated Test Plan
- Updated Build document
- Current Project Work Plan
- Project Status / Budget reports
- Sign-off Document for Approval of Stage

**(F) Testing: 376 hours (\$35,000)**

- Final Test Plan
  - Partially tested SharePoint portal solution (Unit / System Test)
  - Current Project Work Plan
  - Project Status / Budget reports
  - Sign-off Document for Approval of Stage
- 

**(G) Deployment / Rollout: 194 hours (\$18,000)**

- System access for User Acceptance Testing (UAT) by COH
- Final Build Document
- Fully deployed SharePoint portal solution
- Final Project Work Plan
- Final Project Status / Budget reports
- Sign-off Document for Project Completion

The hours listed above do not include Preparation phase hours of 121 and Ongoing Project Management and Meetings. The preparation phase does not have any associated deliverables to the City, and the time required has been dispersed among the other phases.

**EXHIBIT "C"**  
**MWBE SUBCONTRACT TERMS**

Contractor shall insure that all subcontracts with MWBE 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. \_\_\_\_\_ (MWBE 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. \_\_\_\_\_ (MWBE 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 inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within five business days of execution of this subcontract, Engineer (prime engineer) 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. 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. If 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.

e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

## 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, Matthew Childress, Managing Director as an owner or officer of  
(Name) (Print/Type) (Title)

Idea Integration (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.

\_\_\_\_\_  
Date

Matthew Childress  
Contractor Name

\_\_\_\_\_  
Signature

Managing Director  
Title

**EXHIBIT "F"**

**DRUG POLICY COMPLIANCE DECLARATION**

I, Matthew Childress, Managing Director as an owner or officer of  
(Name) (Print/Type) (Title)

Idea Integration (Contractor)  
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees  
Initials notified. The policy meets the criteria established by the Mayor's Amended  
Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the  
Initials Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive  
Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and  
Initials Human Services (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee  
Initials positions performing on the City of Houston contract. The number of employees  
in safety impact positions during this reporting period is

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
Initials (Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City  
Initials worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

**EXHIBIT "G"**

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

Matthew Childress, Managing Director  
(Name) (Title)

as an owner or officer of Idea Integration (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 \_\_\_\_\_.  
(Project)

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.

\_\_\_\_\_  
(Date)

Matthew Childress  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

Managing Director  
(Title)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MD  
IDEAI-2  
DATE (MM/DD/YYYY)  
09/13/06

<b>PRODUCER</b>  Harden & Associates, Inc. 806 Riverside Ave Jacksonville FL 32204 Phone: 904-354-3785 Fax: 904-634-1302		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Idea Integration MPS Group, Inc. One Independent Drive, 9th Flr Jacksonville FL 32202-5060		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Travelers Property/Casualty Co	36161
		INSURER B: Chubb Custom Ins. Co	38989
		INSURER C: Lloyds of London	
		INSURER D: Hartford Fire Ins Co	19682
		INSURER E: Charter Oak Fire Insurance Co	25615

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TC2JGLSA487D8049	05/01/06	05/01/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	TJCAP487D8062 TC2JCAP487D8050	05/01/06 05/01/06	05/01/07 05/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	79545383	05/01/06	05/01/07	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$ \$
E	A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TC2OUB487D9151 TRJUB487D9163	05/01/06 05/01/06	05/01/07 05/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C		Errors & Omissions	PH0600311	05/01/06	05/01/07	\$5MM/\$15MM
D		Blanket Bond	21FA023090806	05/01/06	05/01/07	\$5MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See attached Addendum to Certificate of Insurance

\*Cancellation clause is as shown except for non-payment which is 10 days.

### CERTIFICATE HOLDER

### CANCELLATION

HOUST18

City of Houston  
City Purchasing Agent  
PO Box 1568  
Houston TX 77251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ADVISE~~ MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL~~

~~FOR ASSIGNMENT OF ALL RIGHTS AND INTERESTS IN THIS POLICY TO THE AGENTS OR~~

AUTHORIZED REPRESENTATIVE  
*Kayla S Grimes*

**NOTEPAD**HOLDER CODE HOUST18  
INSURED'S NAME Idea IntegrationIDEAL 2  
OP ID MDPAGE 2  
DATE 09/13/08**Addendum to Certificate of Insurance:**

The City of Houston is named Additional Insured with respect to General and Automobile Liability, but only as respects operations of the Insured on behalf of the City of Houston. Coverage afforded the Additional Insured is primary and any valid and collectible insurance or self-insurance maintained by the City of Houston shall be excess and not contributory. Waivers of Subrogation in favor of the City of Houston applies to General Liability, Automobile Liability, and Workers' Compensation.