

**GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID # S37- L22681**

**COUNTY OF HARRIS**

**ORDINANCE # 2008 345**

**CONTRACT # 4600008309**

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **JURY NOTICE TRACKING SYSTEM AND SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **QUESTMARK INFORMATION MANAGEMENT, INC.** ("Contractor"), a corporation doing 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 for  
Director of Municipal Courts - Judicial  
City of Houston  
1400 Lubbock  
Houston, Texas 77002

**Contractor**

Questmark Information Management, Inc.  
9440 Kirby Drive  
Houston, Texas 77054  
Phone: 713-662-9022  
Fax: 713-662-9660

The Parties agree as follows:

**1.0 TABLE OF CONTENTS**

2.1 This Agreement consists of the following sections:

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**EXHIBITS**

- A. DEFINITIONS
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- D. MWBE SUBCONTRACT TERMS
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- H. FEES AND COSTS
- I. CITY CONTRACTORS' PAY OR PLAY PROGRAM

**3.0 PARTS INCORPORATED**

3.1 The above described sections and exhibits are incorporated into this Agreement.

**4.0 CONTROLLING PARTS**

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

**5.0 DEFINITIONS**

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES

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

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

By: \_\_\_\_\_  
Name:  
Title:

By: Beth Ludtke  
Name: BETH LUDTKE  
Title: CEO  
Federal Tax ID Number: 76-0408235

ATTEST/SEAL:

[Signature]  
City Secretary

CITY OF HOUSTON, TEXAS  
Signed by:

Bill White  
Mayor

APPROVED:

[Signature]  
City Purchasing Agent

COUNTERSIGNED BY:

[Signature]  
City Controller Matthew D. Appel

DATE COUNTERSIGNED:

Berta A Mejia  
Director, Municipal Courts, Judicial

5-7-08

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

April 15, 2008  
Date

Cecilia Martinez  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### 1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B".

### 2.0 RELEASE

- 2.1 PRIME CONTRACTOR/SUPPLIER 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.

### 3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER 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, ATTORNEY'S 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:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
  - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
  - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 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.

### 4.0 INDEMNIFICATION PROCEDURES

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier 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:

- 4.1.1 description of the indemnification event in reasonable detail, and
  - 4.1.2 the basis on which indemnification may be due and
  - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop 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 Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
  - 4.3.2 Continued Participation. If Prime Contractor/Supplier 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. Prime Contractor/Supplier 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 Prime Contractor/Supplier 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.

**5.0 INSURANCE**

- 5.1 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 coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
  - 5.1.2 Automobile Liability insurance  
\$1,000,000 combined single limit per occurrence  
Defense costs are excluded from the face amount of the policy  
Aggregate Limits are per 12-month policy period unless otherwise indicated
  - 5.1.3 Employer's Liability
 

|                           |                           |
|---------------------------|---------------------------|
| Bodily injury by accident | \$100,000 (each accident) |
| Bodily injury by disease  | \$100,000 (policy limit)  |
| Bodily injury by disease  | \$100,000 (each employee) |

- 5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
- 5.2.1 Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
  - 5.2.2 Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

## **6.0 WARRANTIES**

- 6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 6.2 With respect to any parts and goods furnished by it, Contractor warrants:
- 6.1.1 that all items are free of defects in title, material, and workmanship,
  - 6.1.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
  - 6.1.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
  - 6.1.4 that no item or its use infringes any patent, copyright, or proprietary right.

## **7.0 LICENSES AND PERMITS**

- 7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## **8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

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

## **9.0 MWBE COMPLIANCE**

- 9.1 Contractor shall comply with the City's Goal Oriented Minority and Women Business Enterprises ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **15%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.
- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". 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, the subcontract must also be signed by the attorneys of the respective parties.

## **10.0 DRUG ABUSE DETECTION AND DETERRENCE**

- 10.1 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.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
  - 10.2.1 a copy of its drug-free workplace policy,
  - 10.2.2 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
  - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 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 "G". 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.
- 10.4 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.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

## **11.0 CONTRACTOR'S PERFORMANCE**

- 11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

## **12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

**13.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM**

13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 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.

**III. DUTIES OF CITY**

**1.0 PAYMENT TERMS**

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

**2.0 TAXES**

2.1 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.

**3.0 METHOD OF PAY PAYMENT**

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

**4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS**

4.1 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.

**5.0 LIMIT OF APPROPRIATION**

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

5.2 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 **\$10,000.00** 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:

5.3 The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council 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 the City and (name of Contractor) countersigned by the 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 below-signed 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 Agreement, 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

- 5.4 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.

## **6.0 CHANGES**

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or 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.
- 6.2 The City Purchasing Agent or 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 City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
  - 6.3.2 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.
  - 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 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. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 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.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### **IV. TERM AND TERMINATION**

##### **1.0 CONTRACT TERM**

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

##### **2.0 RENEWALS**

- 2.1 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/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

##### **3.0 TIME EXTENSIONS**

- 3.1 If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. 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).

#### **4.0 TERMINATION FOR CONVENIENCE BY CITY**

- 4.1 The City Purchasing Agent or 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.
- 4.2 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. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 4.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

#### **5.0 TERMINATION FOR CAUSE BY CITY**

- 5.1 If Contractor defaults under this Agreement, the City Purchasing Agent or 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:
  - 5.1.1 Contractor fails to perform any of its duties under this Agreement;
  - 5.1.2 Contractor becomes insolvent;
  - 5.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
  - 5.1.4 a receiver or trustee is appointed for Contractor.
- 5.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or 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 City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 5.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

#### **6.0 TERMINATION FOR CAUSE BY CONTRACTOR**

- 6.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default

occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

- 6.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

## V. MISCELLANEOUS

### 1.0 INDEPENDENT CONTRACTOR

- 1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### 2.0 FORCE MAJEURE

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
  - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 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 AT THE TIME OF THE TERMINATION.

### 3.0 SEVERABILITY

- 3.1 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.

### 4.0 ENTIRE AGREEMENT

- 4.1 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.

### 5.0 WRITTEN AMENDMENT

- 5.1 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 duly 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.

## **6.0 APPLICABLE LAWS**

6.1 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.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

## **7.0 NOTICES**

7.1 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.

## **8.0 NON-WAIVER**

8.1 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.

8.2 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.

## **9.0 INSPECTIONS AND AUDITS**

9.1 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 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## **10.0 ENFORCEMENT**

10.1 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.

## **11.0 AMBIGUITIES**

11.1 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.

## **12.0 SURVIVAL**

12.1 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.

## **13.0 PARTIES IN INTEREST**

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the

City and Contractor only.

#### **14.0 SUCCESSORS AND ASSIGNS**

14.1 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.

#### **15.0 BUSINESS STRUCTURE AND ASSIGNMENTS**

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) 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.

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

#### **16.0 REMEDIES CUMULATIVE**

16.1 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.

#### **17.0 CONTRACTOR DEBT**

17.1 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, 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 therefore.

#### **18.0 ADDITIONS & DELETIONS**

18.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

## **EXHIBIT A DEFINITIONS**

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

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

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

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

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

"Director" mean the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as the date the Contract Term begins.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

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

**EXHIBIT B  
SCOPE OF SERVICES**

**1.0 SCOPE OF WORK**

The Contractor shall furnish and maintain a Jury Wheel System (the "System") in a relational database format; jury notices and their preparation and deliverance; and daily juror management. The System, as defined herein, shall be the property of the City of Houston. The Municipal Courts ("Courts") will have full access to the database through an Internet connection, furnished by the Contractor.

**2.0 DEFINITIONS**

- 2.1 "System" shall be defined as the organization and administration of the Jury Wheel.
- 2.2 "Organization" shall be defined as the "filtering and processing of juror data" for the intent of producing the Jury Wheel.
- 2.3 "Courts" shall be defined as the Municipal Courts located at 1400 Lubbock Street, Houston, Texas 77002.
- 2.4 "Wheel" shall be defined as the System's relational database which shall consist of the filtered and processed names and addresses of all Harris County registered voters and individuals that have a Texas Drivers license and identification cards from the Texas Department of Public Safety.
- 2.5 "Juror Roll" shall be defined as a listing of all individuals who have been summoned to appear before the Courts. Under the courts current processing rules, all individuals summoned at the beginning of January, appear during the month of February.

**3.0 CREATION, ORGANIZATION & MAINTENANCE OF THE JURY WHEEL**

- 3.1 To create the Jury Wheel, the Contractor shall obtain the most current list of registered voters from the Office of the Harris County Tax Assessor-Collector, and the most current list of individuals with drivers' licenses and identification cards from the Texas Department of Public Safety.
- 3.2 The Contractor shall organize and maintain the jury wheel as follows:
  - 3.2.1 Process and filter the list against the Department of Public Safety's Criminal database to eliminate felons;
  - 3.2.2 Filter the list to eliminate the names of deceased people;
  - 3.2.3 Filter the list to ensure that only people that live inside the Houston City limits are on the Jury Wheel;
  - 3.2.4 Filter the list to eliminate the names of people with permanent exemptions;
  - 3.2.5 Filter the list to eliminate the names of people who have served as jurors within the last 24 months;
  - 3.2.6 Filter the list to ensure that all prospective jurors have the most current correct address by updating addresses through the United States Postal Service National Change of Address; and
  - 3.2.7 Filter the list to eliminate all duplicate names.

#### **4.0 Administration of the Jury Wheel**

- 4.1 The Contractor shall be responsible for all preparation, printing, handling, mailing and postage of all jury summons and all re-scheduling notices sent, via postcard.
  - 4.1.1 The Contractor shall, on a daily basis, pick up any returned mail at the Post Office.
  - 4.1.2 The Contractor shall enter in all address updates or adjustments to the Jury Wheel System database.
  - 4.1.3 The Contractor shall immediately issue a new summons letter after receiving any returned notices as a result of an address update.
- 4.2 The Contractor shall base the number of jurors summoned on the historical rate of juror appearance, the number of jury trials expected per day, the number of expected exemptions and disqualifications, and the historical rate at which jurors are stricken for cause or for any other reason. The current target yield for the Courts is 100 jurors per day. The Contractor shall adjust the number of juror summons based on the needs of the Courts.
- 4.3 The Contractor shall summon jurors at a minimum of once each month to serve during the following month.

#### **5.0 Preparation and Delivery of Jury Notices**

- 5.1 The Contractor shall prepare and deliver sufficient notices to a randomly selected subset of the Jury Wheel to ensure that no trial is delayed or dismissed because no jurors are available to serve.
- 5.2 No later than October 15<sup>th</sup> of every year, the Contractor shall meet and coordinate with the Presiding Judge and Chief Clerk of the Municipal Courts to review and revise the guidelines under which jury notices are prepared and delivered. These guidelines may include:
  - 5.2.1 The number of times per year the Courts will request the Jury System to summon jurors.
  - 5.2.2 The number of cases expected to require a jury trial over a given period of time.
  - 5.2.3 The appearance of the jury summons, including:
    - 5.2.3.1 Content, format and style of the notices,
    - 5.2.3.2 Paper type and characteristics, and
    - 5.2.3.3 Envelope type and characteristics.
      - 5.2.3.3.1 The Municipal Courts will agree to a standard cost for paper and envelopes. Any costs in excess of this standard resulting from requirements of the Courts, will be borne by the Courts.
      - 5.2.3.3.2 Bar-coded information-juror and name (optional). The Municipal Courts will agree to a standard cost for paper and envelopes. Any costs in excess of this standard resulting from requirements of the Courts, will be borne by the Courts. Although the Courts are not currently bar coding jury notices, the Courts will give consideration to vendors capable of using bar coded correspondence to increase the efficiency of operations.
  - 5.2.4 Information contained on the notices may include:
    - 5.2.4.1 Juror Number,

- 5.2.4.2 Name and Address,
- 5.2.4.3 Date, time and location of appearance,
- 5.2.4.4 Explanation of the citizen's rights and eligibility requirements,
- 5.2.4.5 Explanation of rules governing exemption and disqualification,
- 5.2.4.6 Contact information.
- 5.2.4.7 The notices will also contain the above information in Spanish.
- 5.2.4.8 A means by which citizens may declare themselves ineligible or disqualified.
- 5.2.5 Limitations on the terms the Contractor may negotiate with third-party sub-contractors and/or pre-processing requirements that may be required.
- 5.3 The Contractor shall ensure that the Jury System will provide electronic access to the following information for the Courts:
  - 5.3.1 The Juror Roll contains detailed information about all jurors who have been summoned to appear and will include:
    - 5.3.1.1 Juror Number - automatically assigned when the juror is added to the Jury Wheel,
    - 5.3.1.2 Name and Address,
    - 5.3.1.3 Date of Birth,
    - 5.3.1.4 Driver's License Number, and
    - 5.3.1.5 Date, time & location of appearance.
  - 5.3.2 Juror List, detailed information about all jurors who have been summoned to appear on a specific date. The Juror List will include the same data points as the Juror Roll.
  - 5.3.3 The Jury System shall provide the Courts with the ability to send:
    - 5.3.3.1 Secondary notices to individuals failing to appear at their scheduled date/time/location and
    - 5.3.3.2 Reminder notices to individuals who have rescheduled their jury service.
  - 5.3.4 Within guidelines established by the Presiding Judge and Chief Clerk, the Jury System may also provide public access to information about jury service by incorporating secure web pages and/or an interactive voice response system that:
    - 5.3.4.1 Allow citizens to look up appearance data,
    - 5.3.4.2 Request exemptions and/or disqualifications,
    - 5.3.4.3 Reset their court date, and
    - 5.3.4.4 Answer frequently asked questions.

## **6.0 Daily Juror Management**

The Contractor shall ensure that the Jury System provides a Courts-approved means by which juror information is updated and maintained. Jurors may request service for a different date, be exempted or disqualified from service, fail to appear as scheduled, or request changes to basic juror data.

- 6.1 The Jury System shall accurately track a juror's progress and shall be able to report the status of the juror at each of the following points:
  - 6.1.1 Date the juror was added to the current Jury Wheel,

- 6.1.2 Date the juror was selected and notice of service was sent,
- 6.1.3 Date the juror arrives at the Courts for service,
- 6.1.4 Date on which a juror was exempted or disqualified from service,
- 6.1.5 Each time a juror was chosen as a potential member of a jury,
  - 6.1.5.1 Because jury service is for a full day, an individual juror may be sent to multiple courtrooms as a member of a 14-person panel of prospective jurors. Therefore, the Contractor shall be cognizant of the fact that a citizen can only be chosen to sit on one jury per day and schedule accordingly.
- 6.1.6 That the juror was:
  - 6.1.6.1 Chosen to serve on a jury,
  - 6.1.6.2 Stricken from a jury panel,
- 6.1.7 Date and time the juror was released from service.
- 6.2 In addition to tracking the status of a juror during the day of service, the Contractor shall ensure that the Jury System accepts and processes modifications to juror data, as well as tracks these changes over time. The Courts shall update data obtained by the Courts via the web connection provided by the Contractor. The Contractor shall update juror data obtained through the mail within 24 hours of receipt. Modifications may include:
  - 6.2.1 Name & address changes
  - 6.2.2 Changes of status:
    - 6.2.2.1 Exemption
    - 6.2.2.2 Disqualification
    - 6.2.2.3 Failure to appear
  - 6.2.3 Requests to re-schedule the date or location of service
  - 6.2.4 Special requirements
    - 6.2.4.1 Foreign language translator
    - 6.2.4.2 Disabilities

## **7.0 Technical and Other Requirements**

The Contractor shall ensure that the Jury System accommodates the following technology requirements.

- 7.1 All data shall be captured in a single, relational database capable of supporting user-driven ad hoc report tools (like MS Access, MS Excel, Crystal Reports).
- 7.2 All data shall be accessible to all authorized Court and Contractor staff, and shall be protected from access by any unauthorized individuals.
- 7.3 The Contractor is hereby constrained by Presiding Judge guidelines from selling or conveying any juror data to any entity other than the Municipal Courts, with the exception of any statutory requirements (e.g., open records requests).
- 7.4 Any network connections (dedicated lines or internet gateways) must operate with the City's wide area network and the Courts' local area network, and shall be approved by the Information Technologies Section of the City's department of Finance and Administration.
- 7.5 Any new hardware (servers, desktop systems, and/or network equipment) shall be the responsibility of the Contractor. Desktop systems shall conform to Court and City technology standards and be approved by the Technology Steering Committee (TSC).

- 7.6 Unless specifically enumerated, the Municipal Courts shall not be responsible for any costs associated with providing the Jury System services.

**8.0 Performance Measures**

- 8.1 The Courts shall employ certain clearly defined criterion for measuring the effectiveness of the Jury System. The Contractor shall:
  - 8.1.1 Provide, on a timely basis, all information necessary to compile the performance measures,
  - 8.1.2 Provide access to the Jury Wheel via the internet (using ad hoc reporting tools like MS Access, MS Excel, Crystal Reports), and
  - 8.1.3 Conform to the established performance measure.
- 8.2 The Courts shall evaluate the Contractor using the following performance measures:
  - 8.2.1 Number of jurors appearing and eligible for service each day,
  - 8.2.2 Number of jurors requested for service each day,
  - 8.2.3 Any costs incurred by the Municipal Courts for summoning jurors to serve,
  - 8.2.4 Number of jurors appearing in error before the Courts each day.

**EXHIBIT C  
EQUAL EMPLOYMENT OPPORTUNITY  
SCHEDULE OF M/WBE PARTICIPATION  
ATTACHMENT A**

DATE OF REPORT: 11-28-2007

BID No.: L22681

FORMAL BID TITLE: JURY NOTICING & TRACKING SERVICES

| NAME OF MINORITY/<br>WOMEN<br>SUBCONTRACTOR | AFFIRMATIVE ACTION<br>DIVISION<br>CERTIFICATION No. | STREET ADDRESS AND<br>CITY, STATE, ZIP CODE | TELEPHONE<br>No. | SCOPE OF<br>WORK           | AGREE PRICE  |
|---|---|---|------------------|----------------------------|--------------|
| NX MEDIA                                    |   |   |                  | Offset Printing            | \$20,479.00  |
| TAYLOR SMITH<br>CONSULTING                  |   |   |                  | IVR System &<br>Technology | \$27,305.00  |
|   |   |   |                  |                            |              |
|   |   |   |                  |                            |              |
|   |   |   |                  |                            |              |
| TOTAL.....                                  |   |   |                  |                            | \$47,784.00  |
| M/WBE PARTICIPATION AMOUNT.....             |   |   |                  |                            | 15%          |
| TOTAL BID AMOUNT.....                       |   |   |                  |                            | \$318,560.00 |

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S MWBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

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THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**  
**ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.**  
**THIS SCHEDULE OF MWBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.**

**BIDDER COMPANY NAME** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER** \_\_\_\_\_

**NAME (TYPE OF PRINT)** \_\_\_\_\_

**TITLE** \_\_\_\_\_

## EXHIBIT D

### CITY OF HOUSTON MWBE 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 be 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 E**

**DRUG POLICY COMPLIANCE AGREEMENT**

I, \_\_\_\_\_ as an owner or officer of  
**(Name) (Print/Type) (Title)**  
\_\_\_\_\_  
**(Name of Company)** (Contractor)

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**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

# **QuestMark Information Management, Inc.**

## **Drug and Alcohol Use in the Workplace**

### **Policy and Procedure**

#### **PURPOSE**

To provide a drug-free, healthy, and safe workplace.

#### **SCOPE**

This policy applies to all QuestMark Information Management, Inc. employees. All employees are responsible for reviewing this document, and for adhering to the policy and procedure set forth.

#### **GUIDELINES**

Drug use and alcohol use are highly detrimental to the safety and productivity of employees in the workplace. No employee may be under the influence of alcohol or any illicit drug while in the workplace, while on duty, or while operating a vehicle or equipment owned or leased by QuestMark Information Management, Inc.

Possessing, distributing, transferring, purchasing, selling, using or being under the influence of alcoholic beverages or illegal drugs while on QuestMark Information Management, Inc. property, while attending business-related activities, while on duty, or while operating a vehicle or machine leased or owned by the employer may lead to disciplinary action, including suspension without pay or termination. Employees are required to inform QuestMark Information Management, Inc. within five days of any criminal conviction resulting from possession, use or distribution of controlled substances.

Physician-prescribed medications are permitted, provided they do not adversely affect job performance or the safety of the employee or other individuals in the workplace.

QuestMark Information Management, Inc. recognizes that employees may wish to seek professional assistance in overcoming drug or alcohol problems. Please contact the Human Resources Department for any possible referral sources.

Employees who voluntarily admit to having drug problems or alcohol problems that have not resulted in disciplinary action may be eligible for unpaid time off to participate in a rehabilitation program. Such leave will be granted if the employee abstains from use of the problem substance while on leave and abides by all company policies, rules and prohibitions relating to conduct in the workplace; and if the company suffers no undue hardship as a consequence of granting the leave.

In the event any part of this policy is contrary to the provisions of local law, the provisions of the latter shall govern and supersede that part.

EXHIBIT F

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

I, BETH LUDEKE (Name - Print/Type) CEO (Title)

as an owner or officer of Questmark Information Mgmt, Inc. (Contractor) have authority to bind the Contractor with respect to its bid, and I 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 this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

3/24/08  
Date

Questmark Information Mgmt, Inc.  
Contractor Name

Beth Ludike  
Signature

CEO  
Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS

I, BETH LUDEKE (Name - Print/Type)

as an owner or officer of Questmark Information Mgmt, Inc. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also 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 this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

3/24/08  
Date

Questmark Information Mgmt, Inc.  
Contractor Name

Beth Ludike  
Signature

CEO  
Title

**EXHIBIT G  
DRUG POLICY COMPLIANCE DECLARATION**

I, BETH LUIDEKE CEO as an owner or officer of  
 (Name) (Print/Type) (Title)  
Questmark Information Management, Inc. (Contractor)  
 (Name of Company)

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

This reporting period covers the preceding six months from 1/1/2008 to 6/30, ~~40~~ 2008.

- A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** 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 Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.
- Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.
- Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is \_\_\_\_\_.

From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:  
**Initials** (start date) (end date)

|                              | <u>Random</u> | <u>Reasonable Suspicion</u> | <u>Post Accident</u> | <u>Total</u> |
|------------------------------|---------------|-----------------------------|----------------------|--------------|
| Number of Employees Tested   | _____         | _____                       | _____                | _____        |
| Number of Employees Positive | _____         | _____                       | _____                | _____        |
| Percent Employees Positive   | _____         | _____                       | _____                | _____        |

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

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with **Initials** established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

3/24/08  
 Date

Questmark Info Mgmt, Inc  
 Contractor Name  
Beth Ludeke  
 Signature  
CEO  
 Title

**EXHIBIT H  
FEES AND COSTS**

|   |   |             |          |
|---|---|-------------|----------|
| <b>YEAR ONE (1) Daily Processing</b>                          |   |             |          |
| 1   | Print & Mail each summons   | EACH        | 0.14     |
| 2   | Fixed Postage each summons  | EACH        | 0.34     |
| 3   | Rescheduling Postcard   | EACH        | 0.09     |
| 4   | Automated Database Updates per summons (result of above process)  | EACH        | 0.15     |
| 5   | Filtering (NCOA, Felonies and Deceased)   | EACH        | 1500.00  |
| 6   | On-line access to judge & jury shepherd employees to determine who has been included summoned for a particular day. | EACH        | 30000.00 |
| <b>YEAR ONE (1) Operating System and Application Software</b> |   |             |          |
| 7   | Use and maintain on-site system hardware, operating system and application hardware, if applicable.                 | Annual      | 1500.00  |
| 8   | Municipal Courts ISP Charges  | Annual      | 1800.00  |
| 9   | Cost of IVR   | Annual      | 18700.00 |
| <b>ITEM NO. 2</b>   | <b>DESCRIPTION</b>  | <b>UNIT</b> |          |
| <b>YEAR TWO (2) Daily Processing</b>                          |   |             |          |
| 1   | Print & Mail each summons   | EACH        | 0.14     |
| 2   | Fixed Postage each summons  | EACH        | 0.34     |
| 3   | Rescheduling Postcard   | EACH        | 0.09     |
| 4   | Automated Database Updates per summons (result of above process)  | EACH        | 0.15     |
| 5   | Filtering (NCOA, Felonies and Deceased)   | EACH        | 1500.00  |
| 6   | On-line access to judge & jury shepherd employees to determine who has been included summoned for a particular day. | EACH        | 7500.00  |
| <b>Year Two (2) Operating System and Application Software</b> |   |             |          |
| 7   | Use and maintain on-site system hardware, operating system and application hardware, if applicable.                 | Annual      | 1500.00  |
| 8   | Municipal Courts ISP Charges  | Annual      | 1800.00  |
| 9   | Cost of IVR   | Annual      | 4800.00  |
| <b>ITEM NO. 3</b>   | <b>DESCRIPTION</b>  | <b>UNIT</b> |          |
| <b>YEAR THREE (3) Daily Processing</b>                        |   |             |          |
| 1   | Print & Mail each summons   | EACH        | 0.14     |
| 2   | Fixed Postage each summons  | EACH        | 0.34     |
| 3   | Rescheduling Postcard   | EACH        | 0.09     |
| 4   | Automated Database Updates per summons (result of above process)  | EACH        | 0.15     |
| 5   | Filtering (NCOA, Felonies and Deceased)   | EACH        | 1500.00  |
| 6   | On-line access to judge & jury shepherd employees to determine who has been included summoned for a particular day. | EACH        | 7500.00  |

**EXHIBIT H (cont.)  
FEES AND COSTS**

| <b>Year Three (3) Operating System and Application Software</b> |   |             |         |
|---|---|-------------|---------|
| 7   | Use and maintain on-site system hardware, operating system and application hardware, if applicable.                 | Annual      | 1500.00 |
| 8   | Municipal Courts ISP Charges  | Annual      | 1800.00 |
| 9   | Cost of IVR   | Annual      | 4800.00 |
| <b>ITEM NO. 4</b>   | <b>DESCRIPTION</b>  | <b>UNIT</b> |         |
| <b>YEAR FOUR (4), OPTION YEAR ONE (1)</b>                       |   |             |         |
| 1   | Print & Mail each summons   | EACH        | 0.14    |
| 2   | Fixed Postage each summons  | EACH        | 0.34    |
| 3   | Rescheduling Postcard   | EACH        | 0.09    |
| 4   | Automated Database Updates per summons (result of above process)  | EACH        | 0.15    |
| 5   | Filtering (NCOA, Felonies and Deceased)   | EACH        | 1500.00 |
| 6   | On-line access to judge & jury shepherd employees to determine who has been included summoned for a particular day. | EACH        | 7500.00 |
| <b>Year Four (4) Operating System and Application Software</b>  |   |             |         |
| 7   | Use and maintain on-site system hardware, operating system and application hardware, if applicable.                 | Annual      | 1500.00 |
| 8   | Municipal Courts ISP Charges  | Annual      | 1800.00 |
| 9   | Cost of IVR   | Annual      | 4800.00 |
| <b>ITEM NO. 5</b>   | <b>DESCRIPTION</b>  | <b>UNIT</b> |         |
| <b>YEAR FIVE (5), OPTION YEAR TWO (2)</b>                       |   |             |         |
| 1   | Print & Mail each summons   | EACH        | 0.14    |
| 2   | Fixed Postage each summons  | EACH        | 0.34    |
| 3   | Rescheduling Postcard   | EACH        | 0.09    |
| 4   | Automated Database Updates per summons (result of above process)  | EACH        | 0.15    |
| 5   | Filtering (NCOA, Felonies and Deceased)   | EACH        | 1500.00 |
| 6   | On-line access to judge & jury shepherd employees to determine who has been included summoned for a particular day. | EACH        | 7500.00 |
| <b>Year Five (5) Operating System and Application Software</b>  |   |             |         |
| 7   | Use and maintain on-site system hardware, operating system and application hardware, if applicable.                 | Annual      | 1500.00 |
| 8   | Municipal Courts ISP Charges  | Annual      | 1800.00 |
| 9   | Cost of IVR   | Annual      | 4800.00 |



EXHIBIT I  
PAY OR PLAY

City of Houston

Pay or Play Program  
Acknowledgement Form

**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Beth Ludike  
Signature

3/24/08  
Date

BETH LUDEIKE  
Print Name

113915  
City Vendor ID

Questmark Sys. Mgmt., Inc.  
Company Name

713-662-9022  
Phone Number

bethl@gimino.com  
Email Address

EXHIBIT I (cont.)

CITY OF HOUSTON  
STANDARD SPECIFICATION  
FORM POP 2

AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE  
CERTIFICATION BY BIDDER  
EFFECTIVE 7.1.07

CERTIFICATION OF AGREEMENT TO  
COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Questmark Info. Mgmt., Inc \$ 539,560.00  
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 9440 Kirby Av, Houston Tx 77054

Project No.: [GFS/CIP/AIP/File No.] S-37-L22547

Project Name: [Legal Project Name] Jury Notice + Tracking System Services

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- Yes  No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.
- Yes  No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:  
  - (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
  - (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.
- Yes  No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
- Yes  No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
- Yes  No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and correct.

Beth Ludeke  
CONTRACTOR (Signature)

8/24/08  
DATE

BETH LUDEKE, CEO  
NAME AND TITLE (Print or type)

Client#: 600

QUEST

|  |  |   |
|--|--|---|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>   |  | DATE (MM/DD/YYYY)<br><b>10/5/07</b>   |
| <b>PRODUCER</b><br>Ins. Assoc. of the S.W., LLC<br>P. O. Box 441767<br>Houston, TX 77244<br>281 558-6363 |  | 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><br>Questmark Information Management, Inc.<br>9440 Kirby Drive<br>Houston, TX 77057        |  |   |
|  |  | <b>INSURERS AFFORDING COVERAGE</b>  |
|  |  | <b>NAIC #</b>   |
|  |  | INSURER A: <b>Republic Insurance Compan</b>   |
|  |  | INSURER B:  |
|  |  | INSURER C:  |
|  |  | INSURER D:  |
|  |  | INSURER E:  |

**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.

| INSUR ADD'L LTR             | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |                      |        |                    |    |                            |    |                             |    |
|-----------------------------|---|---------------|------------------------------------|-------------------------------------|---|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| A                           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | TXP563427100  | 04/30/07                           | 04/30/08                            | EACH OCCURRENCE <b>\$1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b><br>MED EXP (Any one person) <b>\$10,000</b><br>PERSONAL & ADV INJURY <b>\$1,000,000</b><br>GENERAL AGGREGATE <b>\$2,000,000</b><br>PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>   |                      |        |                    |    |                            |    |                             |    |
| A                           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | BAP5634272    | 04/30/07                           | 04/30/08                            | COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b><br><br>BODILY INJURY (Per person) \$<br><br>BODILY INJURY (Per accident) \$<br><br>PROPERTY DAMAGE (Per accident) \$<br><br>AUTO ONLY - EA ACCIDENT \$<br><br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |                      |        |                    |    |                            |    |                             |    |
|                             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br><br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |                      |        |                    |    |                            |    |                             |    |
| A                           | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION <b>\$ 10000</b>   | UMB5634273    | 04/30/07                           | 04/30/08                            | EACH OCCURRENCE <b>\$1,000,000</b><br>AGGREGATE <b>\$1,000,000</b><br><br>\$<br>\$<br>\$<br>\$  |                      |        |                    |    |                            |    |                             |    |
|                             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   |               |                                    |                                     | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">VC STATU-TORY LIMITS</td> <td style="width:50%; text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | VC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| VC STATU-TORY LIMITS        | OTH-ER  |               |                                    |                                     |   |                      |        |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$  |               |                                    |                                     |   |                      |        |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$  |               |                                    |                                     |   |                      |        |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$  |               |                                    |                                     |   |                      |        |                    |    |                            |    |                             |    |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 City of Houston is named as additional insured for the General Liability and Auto Liability Coverages as required by written contract and provided a waiver of subrogation in favor of City of Houston for the General Liability and Auto Liability Coverages as required by written contract. (See Attached Descriptions)

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Houston<br>Department of Procurement Services Division<br>P.O. Box 1562<br>Houston, TX 77251 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER ISSUED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br><i>Michael W. Turner</i> |
|---|---|

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DESCRIPTIONS (Continued from Page 1)**

**\*\*CANCELLATION CLAUSE: "Should any of the above described policies be cancelled, non renewed or materially altered before the expiration date thereof, the Issuing company will mail thirty (30) days written notice to the certificate holder named to the left."**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2007

|   |   |   |
|---|---|---|
| <b>PRODUCER</b><br>THE COMP SOLUTIONS<br>NETWORK INC<br>7826 HILLMONT STREET<br>HOUSTON TX 77040-6108<br>(713) 690-3500 | 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><br>Questmark Information Mgmt<br>9440 Kirby Drive<br>Houston TX 77054-   | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: US SPECIALTY INSURANCE<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E: |

**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   |
|----------------------|--|---------------|----------------------------------|-----------------------------------|--|
|                      | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|                      | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC AGG \$   |
|                      | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$   |
|                      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMITS                 |
| A                    | OTHER<br>PEI<br>OCCUPATIONAL ACCIDENT POLICY   | 062014-07     | 07/06/2007                       | 07/06/2008                        | \$1M COV A & \$1M COV<br>W/\$1K DEDUCT WDI<br>\$600 UP TO 104 WEEKS  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>CITY OF HOUSTON<br>DEPT OF PROCUREMENT SERVICES DIVISION<br>P O BOX 1562<br>HOUSTON TX 77251-1562 | <b>CANCELLATION</b> AI 000426<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE <i>Patricia D. Barnes</i> |
|--|---|

PAGE 2 OF CERTIFICATE OF INSURANCE

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES CERTAIN COMMON-LAW DEFENSES TO SUIT AS WELL AS CERTAIN LIMITATIONS ON LIABILITY THAT WOULD OTHERWISE BE AVAILABLE UNDER WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**