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EXHIBITS

- A. **SPECIFICATIONS, RECORD STORAGE, RETRIEVAL AND DESTRUCTION SERVICES FOR VARIOUS DEPARTMENTS**
- B. **FEE SCHEDULE FOR STORAGE FEES PAID TO HCDE BY CITY**
- C. **FEE SCHEDULE FOR SCANNING & IMAGING FEES PAID BY HCDE TO CITY**

- C. Parts Incorporated

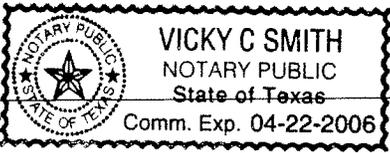
The above-designated sections and exhibits are incorporated into this Agreement.

D. Signatures

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

ATTEST/SEAL:

HARRIS COUNTY
DEPARTMENT OF EDUCATION

By:  V. Smith
Name: _____
Title: _____

By: Clair Nichols
SUPERINTENDENT
OR DESIGNEE
Title: C.F.O.

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

[Signature]
City Secretary

Bill White
Mayor [Signature]

APPROVED:
Finance and Administration Department

[Signature]
Director

APPROVED AS TO FORM:

Mary McKeel
Sr. Assistant City Attorney
L.D. File No.

COUNTERSIGNED:
[Signature]
City Controller

DATE COUNTERSIGNED:

3-1-05

APPROVED:

[Signature]
City Purchasing Agent

II. 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 HCDE.

"Allocated Funds" is defined in Article IV, Allocated Funds attached.

"Authorized City Personnel" Shall mean the Mayor, the City Attorney, Heads of City Departments, Divisions, or other offices storing records in the storage facility and their designees. Authorized City Personnel shall be so designated by way of written authorization to HCDE from the Contract Administrator.

"Business Days" Shall mean any calendar day except Saturdays, Sundays, and full-day holidays for employees of the City (as designated by City Council).

"Business Hours" Shall mean the time periods between 8:00 a.m. and 5:00 p.m. on all business days.

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

"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 Agreement, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Finance & Administration Department who is responsible for the administration for the Agreement.

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

"Contract Term" is defined in Article IV.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Director of the Department of Finance & Administration, or the person he or she designates.

"Effective Date" is defined as date Agreement is countersigned by the City Controller.

"Established Supplier" Is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that

the bidder can be expected to perform in a satisfactory manner with respect to this Agreement.

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

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

"Index" shall mean a listing of each User's records prepared by HCDE in the manner set forth in Exhibit "A".

"Inventory" shall mean a list of all records (according to User) in the HCDE's custody during the 30 day period following receipt of Notice to Proceed, and all subsequent additions and withdrawals. The inventory shall serve as the basis for the Index.

"Initial Moving Services" shall mean those services performed pursuant to Scope of Services.

"Miscellaneous Services and Special Projects" shall mean any services provided at the Storage Facility other than retrieval, pick up or delivery and other services specifically identified in Exhibit "A". These services include but shall not be limited to interfiles and telephone reference. Charges for miscellaneous services and special projects must be pre-arranged and approved by the department for which the service will be performed prior to the performance of the service.

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

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

"Pick Up" Shall mean the dispatching of a vehicle to the User by the HCDE within twenty-four (24) hours after a user's request to have HCDE transport records to the storage facility. This applies to new material for storage as well as to records previously stored.

"Records" Shall mean all boxes, cases, documents, files, papers, microfilm, maps, audio tapes, video tapes or other items placed or attempted to be placed by the City in the care and custody of the HCDE pursuant to the terms of this Agreement.

"Regular Delivery" shall mean orders placed between 8:00 AM and 4:00 PM will be delivered next business day; twenty (20) items or less, within city limits.

"Retrieval" shall mean a search for a file or box by HCDE at the time a delivery is requested or information requested over the telephone by a user and the re-filing of it after user is finished with the material.

"Rush Delivery" shall mean delivery within three (3) hours; six (6) items or less, within Houston city limits.

"Services Performed Outside Business Hours" shall mean all services authorized under this Agreement to be performed during business hours but which at the User's specific request are performed outside business hours.

"Standard Record Center Box" A Standard Record Center Box measures 15" x 10" x 12" with hand-hold cut outs. It will accommodate both letter and legal sized folders and has a storage capacity of 1.2 cubic foot. It is made of corrugated paper construction, with a test weight of 200-250 lbs. The box should be double-walled on all sides and have a double-walled solid bottom. Packed boxes may weigh 30-50 lbs. Boxes with either one-piece lids or with detachable lids are acceptable.

The type of record center box used in the Frequent Recall Service may be of a more durable construction than the Standard Record Center Box.

"Start of Contract Period" shall mean the date specified in the Notice to Proceed from the City Purchasing Agent.

"Storage Facility" shall mean the HCDE's storage location for the City's Records pursuant to this Agreement whose Street address is 600 Crosstimbers, Houston, TX 77022.

"Storage and Indexing Services" Shall mean the storage and indexing services described in Section 1.0 through Section 8.0.

"Transportation to a New Location" shall mean those services described in Section 3.4.

"User" shall mean a department, division, or office of the City that stores records at the Storage Facility.

III. DUTIES OF HCDE

A. Scope of Services

In consideration of the payment specified in this Agreement, HCDE shall provide Records Management Services and Storage services for City as described in Exhibit "A".

B. Coordinate Performance

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

D. Insurance

(1) Contractor represents to the City the following:

- (a) it is self-insured for all claims falling within the Tort Claims Act;
- (b) it is self-insured for Workers' compensation insurance as provided by Chapter 407 of the Texas Labor Code; and
- (c) it is either insured under a policy of commercial insurance or is self-insured for automobile insurance with minimum coverage of \$500,000 per occurrence for bodily injury or death and \$100,000 for injury to or destruction of property. If Contractor is insured under a policy of commercial insurance, the insurance will be issued by a company that the State Board of Insurance has authorized to do business in Texas.

(2) Evidence of insurance - Before performing any service under this Agreement, Contractor must provide to the Director either a statement of self-insurance or a certificate of commercial insurance evidencing the above coverages.

IV. DUTIES OF CITY

A. Payment Terms

The City shall pay and HCDE shall accept fees at the unit prices provided in accordance with the Fee Schedule attached as Exhibit "B" and incorporated into this Agreement for all services rendered by HCDE. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services as shown in any part of this Agreement or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less

of those services. The City will pay only for the services actually ordered and only at the unit prices set out.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. HCDE'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 HCDE if requested.

C. Method of Payment

The City shall pay on the basis of invoices submitted by HCDE and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding unit prices. The City shall make payments to HCDE at its address for notices within 30 days of the receipt of an invoice as provided by Exhibit A, 7.0 pursuant to Tex. Gov't Code §2251.021(3).

D. Limit of Appropriation

(1) The City's duty to pay fees, reimbursables, and any other funds to HCDE under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$21,000.00 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:

(3) The City makes a supplemental allocation by sending a notice signed by

the Director and the City Controller to HCDE and, where in excess of the amount specified in Paragraph (4) below, approved by motion or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: Harris County Department of Education
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 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) City Council delegates to the Director the authority to approve up to \$185,000 in supplemental allocations for this Agreement without returning to Council.

(5) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any fees, reimbursables, or any other funds under this Agreement in excess of the Allocated Funds. HCDE must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, HCDE'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.

E. Method of Payment – Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. If the dispute is settled in favor of the Contractor, Contractor shall include the agreed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. If the dispute is settled in favor of the City, the City shall not pay the disputed amount.

F. Document Scanning Services

In consideration of the payment specified in this Agreement, the City shall provide Document Scanning services for HCDE as described in Exhibit "B", Item 31.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the date of Countersignature and expires one year after the date of Countersignature unless sooner terminated according to the terms of this Agreement. HCDE shall cooperate with City in removal of stored documents upon termination of this Agreement.

B. Renewals

Upon expiration of the Initial Term, and so long as funds are allocated, this Agreement will automatically renew for nine successive one year terms on the same terms and conditions. If the City or the HCDE chooses not to renew this Agreement the City or HCDE shall notify the other party of non-renewal at least 120 days before the

expiration of the then current term, with copies to the Director of Finance and Administration.

C. Termination

Either Party hereto may terminate this Agreement for any reason upon 120 days prior written notice to the other Party.

On receiving the notice, HCDE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, HCDE shall submit an invoice showing in detail the services performed under this Agreement from the period covered by the last invoice sent to each department up to the termination date. The City shall then pay the fees to HCDE for services actually performed, but not already paid for, in the same manner as prescribed in Section IV, unless the fees exceed the allocated funds remaining under this Agreement.

Either Party shall have the right to immediately suspend or terminate this Agreement if the other Party fails to observe or perform any of its obligations, responsibilities, or duties under this Agreement.

VI. MISCELLANEOUS

A. Independent Contractor

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

B. 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.

C. 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.

D. Written Amendment

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

E. 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.

F. 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.

G. 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.

H. 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 the City, of any part of HCDE'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.

I. Inspections and Audits

City representatives may have the right to perform, or have performed, (1) audits of HCDE's books and records, and (2) inspections after reasonable notice to the Director of Records Management of all places where work is undertaken in connection with this Agreement. HCDE 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.

J. Enforcement

The City Attorney or his or her designee and Counsel for HCDE may enforce all legal rights and obligations under this Agreement without further authorization. Each party shall provide to the other party all documents and records that the other party requests to assist in determining other's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation, including but not limited to documents and records covered by the Attorney-Client Privilege

K. 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.

L. Survival

HCDE 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.

M. Parties In Interest

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

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors; 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 or HCDE.

O. Business Structure and Assignments

Neither the City nor HCDE may assign this Agreement at law. HCDE shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

P. 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.

Q. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, 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 FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

EXHIBIT "A"

SPECIFICATIONS RECORD STORAGE, RETRIEVAL AND DESTRUCTION SERVICES FOR VARIOUS DEPARTMENTS

1.0 **General:**

Subject to all terms and conditions of the Agreement, the HCDE shall provide all necessary facilities, equipment, protection devices, supervision, labor and transportation to perform initial moving, storage and indexing, retrieval, certified record destruction, pick up, delivery and miscellaneous services for the City during the Contract Term.

2.0 **Ownership Warranty:**

The City warrants that it is the owner or legal custodian of the stored said materials and has full authority to store said material and direct its disposition in accordance with the terms of this Agreement.

3.0 **No Hazardous Substances or Conditions:**

The City shall not, at any time, store with the HCDE materials considered to be highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials.

4.0 **Initial Moving Services:**

This Section applies only in the event that the records stored in the facility of the former contractor must be moved from a storage location of the former Contractor immediately preceding the beginning of the service term. The records are currently stored in the Houston Metropolitan area warehouses of Iron Mountain Incorporated.

HCDE shall prepare an inventory of all records as they are being moved into the storage facility based on the existing labels on the records and prepare an index in the manner set forth in Section 3.1. All such moving, inventorying, and indexing shall be completed within 30 calendar days after receipt of Notice to Proceed and shall be performed so as to allow Users reasonable access to all records during the period before the Inventory and Index work is completed. Upon completion the HCDE shall furnish the Contract Administrator a copy of the index and supporting inventory. The index of records in storage shall be an ASCII format data file supplied on a diskette or CD-ROM. Work papers and supporting documents, either original paper or xerographic copies relating to the Inventory shall also be supplied to verify the accuracy of the data entry to the Index.

5.0 Services:

HCDE shall perform storage, inventorying and indexing services in accordance with the terms of this Agreement in a Storage Facility meeting the requirements set forth in Section 6.0.

5.1 Inventory and Listing:

5.1.1 HCDE must prepare an Inventory and Index, in an ASCII data format and with supporting work papers, for each user or department account within thirty (30) calendar days after receipt of Notice to Proceed unless such items have been prepared pursuant to Section 2.0.

5.1.2 The HCDE must maintain a current Inventory and index of boxes of records in storage.

5.1.3 The HCDE must send a copy of each New Material Transfer sheet to the Contract Administrator within thirty (30) calendar days after receipt of new boxes of records from the user. The paper-copy, New Material Transfer sheets shall be annotated with HCDE's assigned identification numbers corresponding to the City Box Number in order to allow the City to verify the receipt, indexing and processing of new boxes of records to storage. The integrity of the index and inventory of boxes of records in storage is essential to the management of the City's records. HCDE must provide for the verification of the data and the correction of errors in the index and inventory database. New material transfer sheets are provided by the HCDE and completed by authorized City personnel.

5.1.4 The HCDE must send a copy of each New Interfile Transfer sheet (in the case of File Level Service) to the Contract Administrator within thirty (30) calendar days after receipt of new interfile records from the User. The paper-copy, New Interfile Transfer sheets shall be annotated with the HCDE's assigned identification numbers corresponding to the City Box Number in order to allow the City to verify the receipt, indexing and processing of new interfile records to storage. The integrity of the interfile of records in storage is essential to the management of the City's records. New interfile transfer sheets are provided by the HCDE and completed by authorized City personnel.

5.1.5 At the beginning of each month, the HCDE shall send an update to the Index and Inventory of boxes of records in storage for new material sent during the prior month. This update shall be in ASCII data format and supplied on diskette or CD-ROM. The

update index shall contain the same data as the master Index and Inventory of records in storage.

- 5.1.6 All Index listings shall include the department account number, the City's box number, the former vendor's box number, the current HCDE's box number, the date sent to storage, the size of the box, and any other information deemed reasonably necessary by the City Contract Administrator. HCDE is not responsible for information not listed on the previous vendor's index listing.
- 5.1.7 During July of each year of the service term for the period ending on June 30, the HCDE shall provide an Inventory and Index listing of all records in storage. One complete list shall be supplied to the Contract Administrator. The Inventory and Index list shall be provided on CD-ROM in ASCII data format.
- 5.1.8 Within 30 days after receipt of the Notice to Proceed and during July of each year of the service term, HCDE shall provide their current list of City personnel authorized to retrieve or add records to storage. This listing shall be sorted by department account, and it may be provided on paper or in ASCII data format on diskette or CD-ROM.
- 5.1.9 Additional ad-hoc reports of the Index and Inventory of boxes of records in storage may be requested by departmental liaisons for boxes assigned to their accounts. These reports may be in either paper or ASCII data format, as determined by the requestor.

5.2 Categories of Service:

There are several categories of records management services that are required by the City. Each department may require one or more of the specified categories of service. The categories of service are:

5.2.1 Archival Service:

Archival Service provides for the long-term storage of boxes of inactive records. These boxes will be retrieved periodically over the term of the Agreement, usually less than five times. The boxes used for this type of service may be of a construction designed for such low retrieval activity. HCDE uses same box throughout center.

5.2.2 Frequent Recall Service:

Frequent Recall Service provides secure, but readily available retrieval and delivery of boxes of records that are retrieved more frequently during the term of the contract, usually more than five times. This category of service may require a regular daily

schedule of pick up and delivery to the location of service. HCDE uses same box throughout center.

5.2.3 File Level Service:

File Level Service provides the access and retrieval of individual files. Each file in a box of records is identified and indexed for retrieval. The insertion of additional items to a file is also provided in this service.

5.2.4 Vital Records Service:

Vital Records Service provides for the long term storage and preservation of irreplaceable records. A specialized, non-water fire-suppression system is used in this climate-controlled storage environment. HCDE provides 3-M Co. Novec 1230 fire suppression.

5.2.5 Tape Rotation Service:

Tape Rotation Service provides a regularly scheduled retrieval, storage and delivery of sets of digital tapes.

5.2.6 Additional Services:

HCDE shall perform additional services as specified in Exhibit "B", Fee Schedule, including but not limited to the following: retrieval, pick up, rush special delivery, regular schedule delivery, miscellaneous services, destruction of records, transportation to new location, and services performed outside business hours. The pick up of new material or the pick up of records to be refiled shall be accomplished by the end of the next business day after notification by a fax order request.

5.2.7 Scanning and Document Imaging Services

The City will provide scanning and document imaging services as indicated on Schedule "C" Fee Schedule.

5.3 Service Access:

5.3.1 A phone number shall be provided for fax service request during business hours. That number may be changed only after written notice has been given to the Director. The primary method of making a service request shall be via facsimile.

5.3.2 HCDE may provide the capability for submitting service requests via the Internet.

5.3.3 There shall be a twenty-four (24) hour telephone number to call for service on Business Days during and after Business Hours, which number shall be answered at all times by an employee of HCDE.

Upon request, the HCDE shall provide telephone reference concerning the records on a twenty-four (24) hours basis by dispatching personnel to the Storage Facility to read from the records over the telephone to Authorized City Personnel. That number may be changed only after written notice has been given to the Director.

5.4 End of Contract Transfer:

5.4.1 If requested by the Director, upon termination or expiration of the Agreement, HCDE shall within 30 calendar days, or on a mutually agreed upon schedule, transport the records to a new Location designated by the Director. All records shall be packed in boxes provided by HCDE at the City's expense and labeled in accordance with the index. If necessary, HCDE shall consult with the User (or Director if the user is unknown) with respect to any papers or files whose index classification cannot be determined.

5.4.2 The Retrieval and removal of records for the end of Contract transfer shall be considered similar to a regular retrieval (see Exhibit "B", Items No. 2 & 19). Termination fees and/or permanent removal fees may not be charged.

6.0 Destruction or Removal of Records:

6.1 HCDE agrees that it will destroy stored records and records pick-up from City facilities only if the Contract Administrator has furnished a written authorization signed by the City Records Management Officer.

6.2 The method of destruction shall be by shredding the documents.

6.3 A certification of the destruction of records for all authorized destructions of records shall be sent to Contract Administrator.

7.0 Invoices:

7.1 HCDE will establish an account, or multiple accounts if necessary, for each department of the City. Invoices for each departmental account shall be sent to the Director of that department or his designee.

7.2 HCDE will provide to each user department with a monthly invoice the following supporting documentation:

7.2.1 An itemized list of charges, for record storage and other services by user account;

7.2.2 A copy of a signed receiving document for each invoiced charge.

8.0 Storage Facility:

- 8.1 The Storage Facility must be located within the Houston City limits or the immediate contiguous areas of Harris County.
- 8.2 The Storage Facility must be climate controlled with humidity regulation suitable for all qualities of paper, microfilm, and magnetic media.
- 8.3 The Storage Facility must be structurally sound and with adequate elevation to provide reasonable protection from windstorm and flood damage.
- 8.4 The Storage Facility must be capable of providing at least 50,000 cubic feet of space for immediate use and an additional 6,000 cubic feet each year during the service term. The additional space shall become available at a rate of a least 500 cubic feet per month. HCDE will be compensated only for occupied storage space.
- 8.5 The HCDE must provide electronic fire, burglary, and vandal detection systems that are monitored on a twenty-four (24) hour basis seven (7) days per week.
- 8.6 Records must be stored in a fire-proof building equipped with a Central-Station fire alarm system connected to the Houston Fire Department. There must be a smoke detector plus an inert gas fire-suppressant system, or a sprinkler system that covers the Storage Facility. Vital Records Storage, used for the storage of tapes and microfilm, shall have a inert gas fire-suppressant system. HCDE provides a 3-M Co. Novec 1230 fire suppression.
- 8.7 The records Storage Facility shall have: (1) a power supply sufficient to maintain proper archival environmental controls, security, fire detection and suppression equipment, and an HVAC system with adequate levels of control to establish and maintain archival storage conditions, including heating, cooling, dehumidification, humidification, particle control and gaseous pollution control 24-hours per day, and (2) a slightly positive air pressure balance maintained within the records storage area so as to ensure a consistency of temperature and relative humidity, and to minimize infiltration of contaminants at 95% of all particles 1 micron diameter or larger and at better than 50 % of 0.5 micron particles. The facility shall maintain a temperature of 65 to 75 degrees, with a variation of no more than two degrees, and the relative humidity should remain at 45 to 55 percent, with a variation of no more than five percent.

8.8 The Vital Records Storage areas for computer magnetic tapes and microfilm must maintain temperatures of 62 to 68 degrees Fahrenheit with a variation of no more than two degrees and relative humidity of 35 to 45 % with a variation of no more than five percent.

8.9 Employees working in the HCDE's records storage facility must undergo and pass a criminal history check when hired and annually thereafter.

9.0 Access to Records:

9.1 Access to the records must be limited to authorized City personnel as designated in writing by the head of each department, division, or office using this Agreement. Authorized City Personnel may have access only to the records of the corresponding user from which their authority stems except that the Mayor, City Attorney and the Contract Administrator shall have access to the records of other Users. The foregoing notwithstanding, for reasons of security, records of the City Controller shall be accessible only to those authorized by the City Controller with respect to a specific record. The HCDE shall maintain a sign-in sheet and require identification and City employee numbers from all persons seeking access to the records. HCDE shall obtain from the Contract Administrator and maintain on file the list of Authorized City Personnel.

9.2 The HCDE must provide reasonable on-site facilities to be used by Authorized City Personnel while examining Records at the Storage Facility. A photocopy machine must be located within the Storage Facility for use by Authorized City Personnel with copy charges as stated in the fee schedule.

10.0 Pest Control:

The HCDE must keep the Storage Facility free of pests and rodents at all times. Upon request, the HCDE must be able to substantiate to the Director verification of regular monthly pest and rodent exterminations at the Storage Facility throughout the service term.

11.0 Disaster Recovery

The HCDE shall have a disaster recovery plan. The plan should address recovery procedures and methods in case of natural disaster or maleficent actions. The HCDE shall present the plan to the Director within thirty days after receipt of the Notice to Proceed.

12.0 Digital Tape Storage

Digital tape storage reels (Fee Schedule, Item No. 9) may or may not be provided in boxes. HCDE may store digital tape storage reels on rack or shelf.

- 5) ***Price DECREASES shall become effective from the date of approval by City Purchasing Agent.***

15.0 Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of records for storage, retrieval or destruction services during the term of this Agreement. The quantities may vary depending upon the actual needs of the user departments. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the HCDE enters into based on the City using the services in the quantities specified herein.

16.0 Additions & Deletions

The City by written notice from the City Purchasing Agent to the HCDE, at anytime 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 HCDE's prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule or, if not classified in the fee schedule, HCDE's prevailing rates.

17.0 Warranty of Services

- a) *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

- b) Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the HCDE warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the HCDE within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the HCDE shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- c) If the HCDE is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the HCDE shall be

subject to this clause to the same extent as work initially performed. If the HCDE fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the HCDE the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

- d) If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

EXHIBIT "B"
FEE SCHEDULE FOR STORAGE FEES PAID TO HCDE BY CITY

DESCRIPTION	UNIT PRICE
ARCHIVAL SERVICE:	
1. Record Storage Boxes (all sizes included), monthly storage/cu.ft.	\$0.116
2. Retrieval of an Existing box/file.	\$2.00
3. Refile of an Existing box/file.	\$1.80
4. RUSH DELIVERY (up to 20 boxes) within 3 hours.	\$25.00
5. REGULAR DELIVERY/PICK-UP(up to 20 boxes):Next business day.	\$10.50
6. Handling Charge for Deliveries of more than 20 boxes.	\$0.43 ea.
7. Pick-Up and Data Entry, new box/file to storage.	\$1.80 ea.

VITAL RECORDS SERVICE:	
8. Micrographic Storage Boxes (3-M Co. Novec 1230), per box/mo.	\$0.045
9. Digital Tape Storage,12 inch reel (3-M Co. Novec 1230), per reel/mo.	\$0.80
10. RUSH DELIVERY (up to 20 boxes) within 3 hours.	\$25.00
11. REGULAR DELIVERY/PICK-UP(up to 20 boxes):Next business day.	\$10.50
12. Handling Charge for Deliveries of more than 20 boxes	\$0.43 ea.
13. Pick-Up and Data Entry, new item(s) to storage.	\$1.00 ea.
14. Refile of an Existing Record in Storage	\$1.50

TAPE ROTATION SERVICE:	
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DESCRIPTION	UNIT PRICE
15. Tape Rotation, per day, one container IN, one container OUT, container(s) incl.	\$6.50/container
16. Monthly Storage, per container or item (3-M Co. Novec 1230)	\$2.00/container \$0.50/item
17. Scheduled Tape Rotation Delivery/Exchange, round trip	\$10.50

ADDITIONAL SERVICES:	
18. Administrative Fees, if applicable	N/A
19. Permanent removal, transport and shredding/destruction. (from records center or client location)	\$2.00/box
20. Charges for Special Projects or Miscellaneous Services at an Hourly Rate	\$25.50/hr.
21. Annual Computer Index and Inventory Listing of Complete Holdings in Storage	No charge
22. Monthly Computer Index and Inventory Update of New Material in Storage	No charge
23. Ad-hoc Computer Index and Inventory Listing of Holdings in Storage	\$75.00
24. Photocopying	\$0.20/page
25. Facsimile service for records in storage	\$0.40
26. Retrieval, Staging and Refile of Boxes at Vendor Site for Viewing	\$3.80 ea.
27. Charges for Access and Delivery Outside of Normal Business Hours	\$50.00/hr. 2hr.min.
28. Intake of Records from INCUMBENT VENDOR to NEW VENDOR at beginning of Contract	Electronic file transfer \$0.50 per box
29. Retrieval and palletizing of all boxes by the INCUMBENT VENDOR for transfer to NEW VENDOR at end of Contract (delivery has been included)	\$1.00 per box plus delivery

SUPPLIES:	
30. Standard Record Center Box, 1.2 cubic ft.	\$1.50 ea.

EXHIBIT "C"
**FEE SCHEDULE FOR SCANNING & IMAGING SERVICES PAID BY HCDE
TO CITY**

SCANNING & IMAGING SERVICES:	
31. Document scanning, including basic letter-legal document preparation, scan at 200 dpi to TIFF format, basic indexing, 100% image inspection for quality control, and an original and a duplicate CD-ROM. All documents are to be delivered to and picked up from 611 Walker, 10 th floor. Rate per image.	\$0.10