

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

41000012153
2013-0499

**AGREEMENT FOR LABORATORY INFORMATION MANAGEMENT SYSTEM
FOR ENVIRONMENTAL HEALTH TESTING**

**THIS AGREEMENT FOR LABORATORY INFORMATION MANAGEMENT
SYSTEM FOR ENVIRONMENTAL HEALTH TESTING** (the "Agreement") is made on the
Countersignature Date herein between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule
city of the State of Texas, and **AIS INTERNATIONAL LTD., dba BTLIMS TECHNOLOGIES**
("Contractor"), a Texas limited partnership with a principal office at 10200 East Freeway, Suite 123,
Houston, Texas 77029, doing business in Texas.

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

<u>City</u>	<u>Contractor</u>
Director of Health and Human Services Department or Designee City of Houston P. O. Box 1562 Houston, Texas 77251	AIS International Ltd. dba BTLIMS Technologies 10200 East Freeway, Suite 123 Houston, Texas 77029 Attention: Bin Yu President

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Statement of Work
- B. Hardware
- C. Equal Employment Opportunity
- D. Drug Policy Compliance Agreement
- E. Drug Policy Compliance Declaration
- F. Certification of No Safety Impact Positions
- G. Required Routine Reports

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

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

E. Signatures

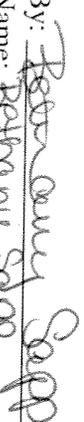
The Parties have executed this Agreement in multiple copies, each of which is an original.

(Contractor)

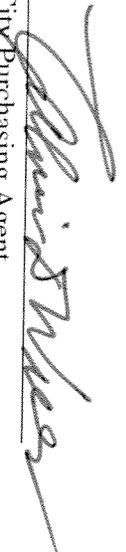
**AIS INTERNATIONAL, LTD.
dba BTLIMS TECHNOLOGIES**

By: 
Name: Brian Vuk
Title: President
Federal Tax I.D. No. 41-2270334

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

By: 
Name: Bethany Sapp
Title: Office Manager

APPROVED:


City Purchasing Agent

APPROVED AS TO FORM:

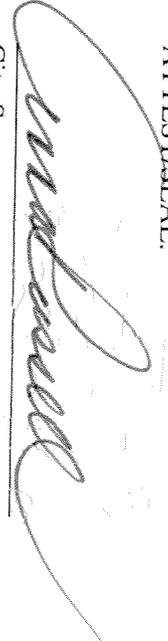

Sr. Assistant City Attorney
L.D. File No. 0381300045001

(City)

CITY OF HOUSTON, TEXAS
Signed by:

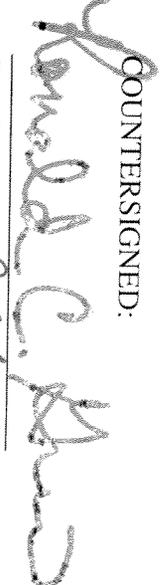
By: 
Mayor Martin D. Rosenberg

ATTEST/SEAL:


City Secretary


Director, Department of Health and
Human Services

COUNTERSIGNED:


City Controller RCR/KR

DATE COUNTERSIGNED:

6-4-13

B. 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 and any written amendments authorized by City Council and Contractor.

“LIMS” means Laboratory Information Management System, a software-based laboratory and information management system that offers a set of key features that support a modern laboratory’s operations provided by Contractor to the Houston Department of Health and Human Services under this Agreement for environmental health testing. Primarily, it is a database system for laboratory testing to manage sample scientific test data and processes, from sample login to the reporting of results. Key functions provided by this software are sample management, instrument and application integration, and electronic data exchange. Additional functions include audit management, barcode handling, chain of custody, compliance, customer information, document management, instrument calibration and maintenance, inventory and equipment management, data entry, quality assurance and control, reports, traceability and workflows.

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

“Contractor” is defined in the preamble and includes its successors and assigns.

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

“Deliverables” mean the installation, customization and implementation of the Hardware and Software, and on-site user training provided by Contractor under this Agreement in connection with LIMS for environmental health testing. This testing provides chemical analyses of water, soil, air, and industrial waste samples or environmental health initiatives and programs mandated by Federal and State regulations.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in the Statement of Work attached to this Agreement as Exhibit "A". The attached Statement of Work outlines the requirements and Deliverables of Hardware and Software in connection with the Laboratory Information Management System (LIMS) provided by Contractor for the City of Houston Department of Health and Human Services (HDHHS) for environmental health testing.

B. Coordinate Performance

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

C. Reports

Contractor shall submit all reports and progress updates required by the Director, as listed in Exhibit "G".

D. Schedule of Performance

Time of Performance

Contractor shall begin and complete its obligations in accordance with the schedule contained in the Statement of Work. The Director shall provide Contractor a written Notice to Proceed specifying a date to begin performance ("Start Date"). Contractor shall begin its performance no later than the Start Date and shall continue to perform diligently until this Agreement is terminated or all services are completed, whichever comes first.

Contractor shall complete each task set out in the Statement of Work in accordance with a mutually agreed project plan. If Contractor fails to complete all tasks set out in the Statement of Work according to the project plan as a result of its own acts or omissions, the Director may in accordance with this Agreement terminate this Agreement or grant time extensions. The Parties may alter or revise the project plan upon mutual written agreement.

Schedule

Contractor acknowledges that time is of the essence. Contractor shall complete the following project Phases according to the Statement of Work in Exhibit "A", unless the Director approves a different time of completion in writing:

Phase 1 – Startup Meeting, Delivery and Installation of the Hardware and Software

Phase 2 – Small Scale User Training, Requirement Gathering & Review, Design Proposal & Approval, Customization & Implementation

Phase 3 – Review Customization & Acceptance

Phase 4 – Operation Training (On Site)

Phase 5 – Go Live & Acceptance Process

E. Acceptance

1) Approval of Individual Tasks - Contractor must successfully complete all tasks and furnish all Deliverables set forth in each Phase in Exhibit "A" Statement of Work ("SOW") in order to receive payment. The City shall pay Contractor the lump sum set out for each Phase in Exhibit "A" only upon his or her acceptance of all Deliverables in that Phase. Upon the Director's approval of a Phase and acceptance of all Deliverables for that Phase then Contractor shall invoice the City for the completed Phase. The City shall pay

Contractor for each completed Phase within thirty (30) calendar days of the Director's receipt of an invoice for such completed Phase.

2) Acceptance of Deliverables --The City is not obligated to make a payment at the end of a Phase if Contractor fails to submit Deliverables in accordance with Contractor's work plan or the Deliverables do not meet the City's standards. The Director shall notify Contractor in writing of all Deliverable issues, errors or failures. In the event of non-acceptance, Contractor shall, within five (5) calendar days following such notice, correct the Deliverable issues, errors or failures contained in the Director's notice. The Director shall thereafter have five (5) calendar days to reassess the subject Deliverable issues, errors or failures. Failure of the Contractor to correct the Deliverable issues, errors or failures shall entitle the Director, at his/her option, to either allow Contractor to continue to correct any deficiencies or to terminate this Agreement for cause in accordance with this Agreement.

3) The City shall only make the Final Payment to Contractor upon Acceptance of Deliverables by the Director when all Phases have been completed and accepted by the Director and the LIMS system as a whole has been approved as conforming within the requirements set forth in the Statement of Work.

F. Payment of Subcontractors

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

under the MWBE subcontract.

G. RELEASE

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

H. INDEMNIFICATION

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

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

OMISSIONS:

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

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

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

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

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

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, HARDWARE, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, HARDWARE SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, HARDWARE, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

J. INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY
CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

K. INDEMNIFICATION - PROCEDURES
(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

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

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

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

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

I. Insurance

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

insurance, in duplicate form, before beginning its performance under this Agreement. All policies

except 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 of the Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance, including Contractual Liability, Bodily Injury and Property damage:
 - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation:
 - Statutory amount
- (4) Automobile Liability insurance (for vehicles Contractor uses in performing under this Agreement, including Owned, Non-Owned and Hired Auto Coverage)
 - \$1,000,000 combined single limit per occurrence
- (5) Employer's Liability
 - \$100,000 Bodily Injury by accident (each accident)
 - \$100,000 Bodily Injury by disease (policy limit)
 - \$100,000 Bodily Injury by disease (each employee)

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

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

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

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

Endorsement of Primary Insurance. Each policy, except Worker's Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

Proof of Insurance.

Prior to execution of this Agreement, Contractor shall furnish the Director with Certificates of Insurance and the required endorsements, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

M. Warranties

Contractor's performance shall conform to the professional standards prevailing in Harris

County, Texas with respect to the scope, quality, due diligence, and care of the services and products

Contractor provides under this Agreement. Contractor shall perform all work using trained and skilled persons having experience performing the work required under this Agreement.

CONTRACTOR WARRANTS THAT THE SOFTWARE AND SERVICES IT PROVIDES HEREUNDER WILL CONFORM WITH THE REQUIREMENTS IN THE STATEMENT OF WORK FOR A PERIOD OF NINETY (90) DAYS AFTER THE DATE THE DELIVERABLES ASSOCIATED WITH SUCH SOFTWARE AND SERVICES ARE ACCEPTED BY THE CITY AT THE END OF PHASE 5 AS SHOWN UNDER EXHIBIT "A". IF CONTRACTOR'S SOFTWARE AND SERVICES DO NOT FUNCTION AS WARRANTED UNDER THIS SECTION, CONTRACTOR SHALL, AT ITS OWN EXPENSE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE OF THE LIMS SYSTEM (\$150,161.82) MINUS THE COST OF THE HARDWARE AND PRINTERS AS SHOWN UNDER EXHIBIT "B" (\$34,261.82) FOR A REFUND AMOUNT OF \$115,900.

N. Confidentiality-Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence in perpetuity. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

O. Use of Work Products

Contractor hereby grants to the City a non-exclusive, non-transferable, perpetual, irrevocable, royalty-free license to use the LIMS software and the DevExpress software provided by Contractor and all modifications to Contractor's existing software under this Agreement.

(1) The City may use the Documents that Contractor prepares or obtains under this Agreement. The City shall properly secure the Documents and shall not use it or make it available to third-parties without Contractor's prior written consent, unless required by law.

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

P. Personnel of Contractor

Services will be performed under the general direction, supervision and control of the City. Services supplied by Contractor's subcontractors or affiliates will be subject to the terms of this Agreement as if they were supplied directly by Contractor and Contractor shall be responsible and liable for the work of its subcontractors and affiliates.

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

Q. Licenses and Permits

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

R. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the

City Charter and Code of Ordinances.

S. Compliance with Equal Opportunity Ordinance

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

T. Drug Abuse Detection and Deterrence

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

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

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

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 "E." Contractor shall submit the Drug Policy

Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of

performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

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

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

U. Pay or Play

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

V. Maintenance and Support for the Hardware and Software

Contractor agrees to provide comprehensive maintenance for the Hardware and Software, as described below:

Contractor shall provide to the City of Houston Department of Health and Human Services Laboratory (the "HDHHS Lab") all Software upgrades developed by Contractor as well as bug fixes and technical support either at no cost to the City or included in the cost of the maintenance plan. The annual maintenance plan provided by Contractor to the HDHHS Lab includes LIMS download availability of major and minor product releases including executable files, libraries, controls, report formats and supporting files. Technical support covers all questions regarding the use of LIMS Software, its modules and its functionality, and the DevExpress.

Contractor shall provide a virtual 24/7 technical support plan whereas the HDHHS Lab staff

will have telephone and/or email access to technical support as needed. Normal working hours by Contractor's Houston staff are 8 a.m. to 5 p.m. CST Monday through Friday. Unlimited telephone-based technical support and web-based technical support are included with the maintenance plan.

Under the maintenance plan, if an issue cannot be resolved remotely, a representative from Contractor will immediately come onsite to resolve the issue. Contractor will provide frequent onsite visits and as needed.

Contractor shall discuss every planned upgrade with the Director ahead of time via phone or email. The upgrade will be given at the designated time after confirmation with the City's staff. Upgrades are not always mandatory and it is the Director's decision to upgrade or not. Support will be given based on the City's most recent installed version.

With regard to the third-party software DevExpress, DevExpress is embedded into LIMS to be used for report development and generation. Contractor will handle all technical support and needed upgrades should they occur for DevExpress as part of the Maintenance Plan.

With regard to the Hardware, Contractor shall forward to the City the Manufacturer's Service contract and Manufacturer's Warranty for each Hardware equipment as listed in Exhibit "B". Contractor will handle any returns and replacements of these items directly with the manufacturers upon written request by the Director.

IV. DUTIES OF THE CITY

A. Payment Terms

Contractor shall furnish the Deliverables and perform all the services set out in this Agreement in consideration for the City's payment of the total contract price of **\$150,161.82**, which shall also include maintenance and support of the Hardware and Software for the first two (2) years

of the Agreement. Maintenance for the remainder of the term of the Agreement, including Renewals, shall be free of charge. All fees must only be paid from Allocated Funds, as provided below.

B. Taxes

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

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director showing the services performed at the end of each Phase as shown in the Payment schedule under Exhibit "A". The City shall make payments to Contractor at its address for notice within 30 days of receipt of an approved invoice

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.

D. Limit of Appropriation

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and

Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of
G:\CONTRACT\LP\N\20222_AIS Inrat_LIMS Software_Final.doc 5/13/2013
L.D File: No. 0381300045001

\$150,161.82 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

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

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

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

\$ _____

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

E. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge.

Contractor and its employees may use the common areas and roadways of the premises where the installation sites are located together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for a term of three (3) years thereafter, unless sooner terminated under this Agreement ("Initial Term").

B. Renewals

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

C. Time Extensions

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her sole discretion, extend the term of this Agreement so long as such extension does not exceed 90 days. The 90-day extension must be in writing but does not require an amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

D. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to

Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights

and remedies that exist now or in the future.

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 IV.A, unless the fees exceed the allocated funds remaining under this Agreement.

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 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.

E. Termination for Cause

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

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

creditors;

- (4) a receiver or trustee is appointed for Contractor; or
- (5) Contractor's ownership structure changes significantly during the term of this Agreement.

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

To effect final termination, the 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.

VI. MISCELLANEOUS

A. Independent Contractor

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

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to

complete performance under this Agreement. Force Majeure means: fires, interruption of utility

services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.
4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor.

This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING**

FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT

UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.

C. Severability

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

D. Entire Agreement

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

E. Written Amendment

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

F. Applicable Laws

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

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

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States

Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express
GA\CONTRACT\LP\N120222_AIS.html_LJMS Software_Final.doc
L.D File: No. 0381300045001
5/13/2013

delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

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

I. Non-Waiver

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 Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

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

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under

this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

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

M. Survival

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

N. Publicity

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

O. Parties In Interest

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

P. Successors and Assigns

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

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish 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.

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

R. Remedies Cumulative

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

S. CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORDS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR 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 THEREFORE.

CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

T. Non-Solicitation

The parties agrees that, during the term of this Agreement, and for a period of 12 months following its termination, neither party will directly, or indirectly through a third party, solicit, offer employment to, employ, obtain services from, or in any other manner engage the services of any individual who was at any time during the six months period immediately prior to such solicitation, offer, or other engagement by the other party, an employee, agent, or contractor of the other party without the written consent of that party. However, nothing in this Agreement will prevent the hiring or engagement of a person who responds to a media advertisement or who makes an unsolicited contact for employment.

EXHIBIT "A"

STATEMENT OF WORK

(See Attached)

EXHIBIT A

Laboratory Information System (LIMS) for Houston Health and Human Services Department
Contract Deliverables & Payment Schedule

PHASES	TASKS / DELIVERABLES	IMPLEMENTATION DETAILS	PERSONS INVOLVED	ESTIMATED TIME REQUIRED	DELIVERABLES	PAYMENTS
1	BTLIMS Startup Meeting	Meeting between the Project Manager, the key COH personnel (who are involved in LIMS implementation) and the Pilot Group.	Project Manager Key COH Personnel Pilot Group		1. Provide a list of Project personnel 2. Provide implementation plan and estimated time line	
	Pre-Installation	After receiving the pre-filled data from COH, the Project Manager will set up the Static data and installation files.	Project Manager	2 days off-site	1. Access Data conversion	
	Installation	- Server hardware setup - Database server installation - Setting up of the database - Setting up of FTP - Installing BTLIMS on real-time client PCs - Check the whole environment	Project Manager LIMS Contact COH's IT Personnel	3 days on-site	1. LIMS software license 2. 20 concurrent user licenses 3. Enterprise license for DevExpress 4. Successful instrument interface to LIMS identified in Scope of Work. 4a. Collect software from Perkin Elmer, if deemed necessary.	
		Setting up Test environment: Repeat the previous step with a different database on the server and install BTLIMS on test client PCs.		1 day on-site	5. Hardware installation: HP Proliant (Exhibit B) 6. Barcode Scanners/printers/ installation (Exhibit B) 7. Network printers/installation (Exhibit B)	\$ 43,792.52

2	Small Scale User Training - Hands on Training	Users will be trained in relation to the role they play in the lab. Users will be trained to finish the work undertaken.	BTLIMS Training Personnel Pilot Group	5 days on-site	1. Training plan 2. training Scripts and documents.	
	Requirement Gathering & Review, Ad hoc reports	Discuss and analyze any specific requirement and feedback received from the Pilot Group.	Project Manager LIMS Contact	5 days on-site	1. Documentation for required routine & Ad hoc reports	
	Design Proposal & Approval	Design documentation for customization is prepared and presented to COH for approval.	Project Manager LIMS contact	10 days off-site	1. COH's approval of required routine reports. 2. COH's approval of Ad hoc reports	
	Customization & Implementation of LIMS software and other needed accessories	Based on the requirement gathered and reviewed, BTLIMS will do customization and install it at COH.	Project Manager	35 days	1. Task scheduler, Sample login & Sample track modules. 2. QA/QC module 3. Document management module 4. Electronic Data Delivery (EDD) builder module 5. Labware maintenance and inventory management module 6. SAP file format as defined by COH 7. Required laboratory reports 8. Online service function to view results remotely on city website	\$ 55,755.50
3	Review Customization & Acceptance	Reviews the customization and approves it.	Project Manager Pilot Group LIMS contact	2 days on-site	All modules as described in the Statement of Work are functional	\$ 1,980.20

4	Operation Training. Followup Training: Agrees for 20 hrs of followup training 30 days after Go Live	All Users will be trained in relation to the role they play in the lab. Users will be trained to finish the work undertaken. Agrees for 20 hrs of followup training 30 days after Go Live	All users at COH Project Manager	12 days on-site Hours/times to be decided	1. Electronic training materials 2. Users training document 3. Administrators guide to configure system 4. Followup training agreement	\$ 9,901.00
	Warranty & Maintenance service	Two years of complete warranty and service on the entire package (software and hardware) is included in the Contract Price. 3rd, 4th & 5th year of maintenance service is provided with no additional cost to the City.	Project Manager COH		1. 3rd, 4th, & 5th year of maintenance service is provided free of charge. Maintenance service includes software updates and resolution of other issues related to hardware and software.	\$0
5	Go Live	Users will use the Real-time environment to use the BTLIMS.	All users at COH Project Manager	As needed not going over 3 to 4 days	1. Proper functioning of the entire system	
	Acceptance Process	Sign off & Balance payment	COH Authorized Personnel		1. Free maintenance and 24/7 support for the first two years.	Final Payment: \$38,732.60
TOTAL CONTRACT PRICE						\$150,161.82

EXHIBIT "B"

HARDWARE

I. Rack Server Configuration – (Rack infrastructure & Power backup will be provided by the City):

HP Proliant DL580 G7 Server

- 6-Core Intel® Xeon® Processors E7-4807 (1.86GHz, 18MB Cache, 95W)
- 4 HP Memory Boards
- HP 8GB PC3-10600R 2x4GB 2Rank Memory (4)
- Microsoft® Windows® Server 2012 Standard Pre-installed Software
- Microsoft SQL Server 2012 Standard Edition Software (Not Pre-installed)
- Embedded P410i/ZM (SAS Array Controller)
- HP Smart Array Advanced Pack including 1yr 24x7 Technical Support and Updates Single Server License[INFO]
- HP 900GB 6G Hot Plug 2.5 SAS Dual Port 10K rpm Enterprise Hard Drive
- HP 900GB 6G Hot Plug 2.5 SAS Dual Port 10K rpm Enterprise Hard Drive
- RAID 1 drive set (requires matching 2 hard drives)
- HP 200GB Logical Size Setting
- HP Embedded NC375i Quad Port Multifunction Gigabit Server Adapter
- 2 HP 1200W Common Slot Silver Hot Plug Power Supplies
- 2 HP 1.83m 10A C13-UL US Power Cords
- Integrated Lights Out 3 (iLO 3) Management on the System Board
- **WARRANTY: 3 years parts, labor and onsite service (3/3/3) standard warranty.**
Certain restrictions and exclusions apply.

\$ 12,960.03

- HP 3years 4h 24x7 ProCare Service \$ 3,712.80
- HP Care Pack, Install HP Proliant DL580 \$ 577.50
- HP Smart Buy StoreEver LTO-5LTO-5 Ultrium 3000 SAS External Tape Drive \$ 3,043.95
- Qty (20) Microsoft SQL Server 2008 Standard Edition 1 Device CAL License \$ 4,389.00
- Subtotal: \$ 24,683.28
- Estimated Sales Tax: Exempt \$ 0.00

Total \$ 24,683.28

II. Symantec Secure Site Pro – 2 year SSL certificates

\$ 1,790.00

Total for Hardware Server & SSL Certificates

\$ 26,473.28

III. Barcode Scanners and Barcode Printers

1. Barcode Scanners (6)
 - Cordless Qty: 2 at \$887.25 [DSS3578 BLUETOOTH IMAGER USB KIT W/BASE, P/S & CBL] \$ 1,774.50
 - Corded Qty: 4 at \$282.45 [SYMBOL DS6707 SR 2D IMAGER, USB] \$ 1,129.80
 - **WARRANTY: 3-year Limited Warranty on scanners**
2. Barcode Printers (4)
 - Zebra Barcode Printer Qty: 4 at \$569.43 ZEBRA GX430T TT BARCODE PRINTER, 300 DPI, USB \$ 2,277.72
 - **WARRANTY: One-year warranty for defects**

Total for Barcode Scanners and Barcode Printers: \$ 5,182.02

IV. Network Printers

1. Two (2) HP LaserJet Enterprise P3015dn Printers
CE528A#ABA (\$679.47each x 2) \$1,358.94

In the box:

- HP LaserJet Enterprise P3015dn Printer (includes built-in automatic two-sided printing and HP Jetdirect 10/1 00/1 000 Base-TX Ethernet embedded print server); power cord
- Also include: HP LaserJet Black Print Cartridge, full capacity; software and documentation on CD-ROM; Getting Started Guide; support flyer; Warranty Guide (where applicable)
- Energy Star® Compliant
- Cable not included
- Print speed, black (normal): Up to 42 ppm
- Print quality, black: Up to 1200 x 1200 dpi
- Duty cycle: Up to 100,000 pages per month
- Two-sided printing: Automatic (standard)
- Output capacity (std/max): 250/250
- Connectivity, standard
- 1 HP Jetdirect 10/100/1000 Base-TX Ethernet embedded print server; 1 Hi-Speed USB 2.0; 1 external Host USB; 2 internal Accessory ports for HP and partner solutions; 1 EIO slot
- Memory (std/max): 128/640MB
- Memory Slots: 1 slot, 144-pin, DDR2 DIMM
- Operating systems: Windows 2000 (SP4); Windows XP Home; Windows XP Professional; Windows Vista(R); Windows Vista(R) x64; Windows Server 2003;

- Optional paper input accessories
- Optional: third 500-sheet tray
- Operating systems: Full software installs supported on: Microsoft® Windows®7 32-bit and 64-bit, Windows Vista® 32-bit and 64-bit, Windows® XP 32-bit (SP2 or higher); Driver only installs supported on: Microsoft® Windows® Server 2008 32-bit and 64-bit
- Operating System Continued: Windows® Server 2003 32-bit (SP3 or higher); Mac OS X v 10.5, v 10.6, v 10.7; Linpus Linux : 9.4, 9.5; Red Hat Enterprise Linux: 5.0, 6.0; OpenSUSE: 1.3, 11.4; Fedora: 14, 15; Ubuntu:
- 0.04, 10.10, 11.04; Debian: 5.0, 6.0 and HPUNIX11i
- **WARRANTY:**
 - One-year warranty, return to HP authorized service center
 - HP 3-year Nbd LaserJet M401 HW Support (U5Z49E) (\$79.20 x 2) \$ 158.40

Total for 4 Network Printers with Warranty: \$ 2,606.52

Total Cost for Hardware Server, Scanners and Printers: \$34,261.82

EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

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

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the

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

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

EXHIBIT "D"

DRUG POLICY COMPLIANCE AGREEMENT

I, Bethany Sapp (Name) Office Manager (Print/Type) as an owner or officer of
BTLIMS Technologies (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 05-17-13

BTLIMS Technologies
Contractor Name
Bethany Sapp
Signature
Office Manager
Title

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

1. Bethany Sapp Office Manager as an owner or officer of
(Name) (Print type) (Title)
BITLMS Technologies
(Name of Company) (Contractor)

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

This reporting period covers the preceding 6 months from 12-01-12 to 05-01-2013

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

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

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

BS Initials
Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 9.

BS Initials
From 12-01-12 to 05-01-13 the following test has occurred
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	1			1
Number Employees Positive	0			0
Percent Employees Positive	0			0

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

BS Initials
I affirm that falsification or failure to submit this declaration timely in accordance with 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.

05-17-13
(Date)

Bethany Sapp
(Typed or Printed Name)
Bethany Sapp
(Signature)
Office Manager
(Title)

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

Bethany Sapp Office Manager (Title)
(Name)
as an owner or officer of BITLWS Technologies (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing Laboratory Information Management System for Environmental Health Testing
(Project)

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

05.17.13
(Date)

Bethany Sapp
(Typed or Printed Name)

Bethany Sapp
(Signature)
Office Manager
(Title)

EXHIBIT "G"

Required Routine Reports

<u>Environ Lab Section</u>	<u>Form Title</u>
1	Blood Lead Request Form
2	Inorganic Lab Report – Air Filters
3	Inorganic Lab Report – Aqueous Matrix (13 rows)
4	Inorganic Chemistry
5	Inorganic Lab Report – Aqueous Matrix (15 rows)
6	Inorganic Lab Report – Aqueous Matrix (8 rows)
7	Inorganic Lab Report – Soil Matrix (Soil)
8	Inorganic Lab Report – Soil Matrix (TCLP soil)
9	Laboratory Chain of Custody / Lead Test Report
10	Laboratory Chain of Custody / Lead Test Report (Soil)
11	Laboratory Chain of Custody / Lead Test Report- Wipe Samples Testing
12	Laboratory Report for PM10 Filter
13	Organic Lab Report
14	E. coli & Total Coliforms Analysis Report
15	E. coli Analysis Report
16	Enterococcus Analysis Report
17	Food Microbiology Report
18	HPC Analysis Report
19	Surface Water Monitoring Report - Clean Rivers Program
20	Surface Water Monitoring Report - HCFCD / COH PW
21	TCEQ Drinking Water (P/A) Coliform Submission/Report Form
22	TCEQ Microbial Monitoring Form
23	Texas Department of State Health Services Bulk Milk Analysis
24	Texas Department of State Health Services Grade "A" Raw for Retail Dairy
25	Texas Department of State Health Services Retail Dairy Products Analysis
	Texas DSHS Dairy Water Form