

460008674
08-0429

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1. PARTIES

A. Address

THIS AGREEMENT FOR SOFTWARE LICENSES, IMPLEMENTATION AND MAINTENANCE SERVICES FOR AN INTEGRATED EVIDENCE MANAGEMENT SYSTEM ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS ("City")**, a municipal corporation, and **PORTER LEE CORPORATION ("Contractor")**, an Illinois corporation doing business in Texas.

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

<u>City</u>	<u>Contractor</u>
City Purchasing Agent City of Houston P.O. Box 1562 Houston, Texas 77251	Porter Lee Corporation 1901 Wright Blvd. Schaumburg, IL 60193 Phone: (847) 985 -2060 Fax: (847) 584-0556

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Scope of Service
- B. Project Phases, Deliverables and Costs
- C. MWBE Subcontract Terms
- D. Equal Employment Opportunity
- E. Drug Policy Compliance Agreement
- F. Drug Policy Compliance Declaration
- G. Certification of No Safety Impact Positions

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

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

E. Signatures

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

PORTER LEE CORPORATION

By: Tim Smith
Name: Tim Smith
Title: President

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

By: Sarah Mikolajczyk
Name: Sarah Mikolajczyk
Title: Chief Operating Officer

APPROVED:

William Swales
City Purchasing Agent

APPROVED AS TO FORM:

Mayuro Ramonra
Assistant City Attorney
L.D. No. 0620800415001

CITY OF HOUSTON, TEXAS

Signed by:

By: Bill White
Mayor Annarda W. ...

ATTEST/SEAL:

Conrad Russell
City Secretary

Hyatt Holt
Chief, Houston Police Department

COUNTERSIGNED BY:

Annise D. Parker
City Controller Madeline D. Appel

DATE COUNTERSIGNED:

5-22-08

II. DEFINITIONS

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

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

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

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

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

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

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

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

"Director" means the City Purchasing Agent or the Chief of the Houston Police Department, or their designee.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the

original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

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

“Houston Police Department” or “HPD” means the City’s law enforcement department charged with collecting and maintaining evidence for the City of Houston.

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

"Installation Site(s)" means the Houston Police Department’s Evidence and Property Room, located at 1103 Goliad, Houston, TX 77002.

“Integrated Evidence Management System” or “System” means the on-line database proposed by Contractor in response to City’s RFP S37-T22456, that uses bar-code technology to check-in and maintain the chain of custody of evidence brought in to HPD’s evidence and property room for storage until disposition of cases by law enforcement.

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

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

“Project” means the custom-modification and implementation of Contractor’s Crime Fighter BEAST software program under this Agreement to run the Integrated Evidence Management System for HPD.

“System Equipment” means signature pads used to check-in or check-out items from the

System database, barcode scanners to scan the barcode on an item or container in which an item is stored to locate items in the database and printers used to print invoices, reports, lists, forms, etc. from the database for records, files or for submission to courts in property cases.

“System Software” means Contractor’s Crime Fighter Bar Code Evidence Analysis Statistics and Tracking (BEAST) software program being licensed by the City under this Agreement to run the System being provided by Contractor under this Agreement.

III. DUTIES OF CONTRACTOR

A. Scope of Services

- (1) In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A".
- (2) Contractor shall grant City a non-exclusive, non-transferrable perpetual license to use its Crime Fighter Bar Coded Evidence Analysis Statistics and Tracking (BEAST) software program to run the City’s Integrated Evidence Management System. Under this license, City has the right to permit an unlimited number of City end-users to access the System.
- (3) Contractor shall transfer to City license obtained from Third Party Software vendors for all Third Party Software licenses purchased for the City for use on the System under this Agreement.
- (4) Contractor shall transfer to City title to all software developed for the City for use on the System.
- (5) Contractor shall provide City with at least one complete copy of the most current

version of the executable code and applicable documentation for all modules of the installed, modified, tested and Accepted Crime Fighter BEAST software program for the System.

- (6) Five days from the date of Acceptance and in consultation with the Director, Contractor shall add the City as a beneficiary to its escrow agreement with a third-party escrow agent to provide City with rights to access the source codes of the Crime Fighter BEAST software under the terms of that escrow agreement. Annually, Contractor shall also submit to the Director a certificate confirming that the Crime Fighter BEAST software source code in escrow is current, compilable, readable, correct and a complete version of the application in use by the City to run the System under this Agreement.
- (7) City has the right to make one back-up copy of the Crime Fighter BEAST software program.

B. Coordinate Performance

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

C. Time Extensions

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

D. Payment of Subcontractors

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

E. RELEASE

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

F. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND

INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

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

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

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD

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

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

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

H. INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY

_____ CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND

THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

I. INDEMNIFICATION - PROCEDURES

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

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

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

(2) Defense of Claims

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

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

J. Insurance

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

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

(3) Professional Liability
\$1,000,000 per occurrence; \$1,000,000 aggregate

(4) Automobile Liability insurance
\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

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

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

K. Warranties

- (1) Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.
- (2) Software Warranty. Contractor warrants that the Crime Fighter BEAST software it provides under this Agreement will be free of any defects in workmanship or

materials for a period starting from the date of Acceptance and one year thereafter.

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

L. Confidentiality - Protection of City's Interest

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

of legacy system data consisting of investigative materials that Contractor takes to offsite locations for conversion for use on the System being provided under this Agreement.

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

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

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

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

N. Licenses and Permits

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

O. Compliance with Laws

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

P. Compliance with Equal Opportunity Ordinance

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

Q. Drug Abuse Detection and Deterrence

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

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

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

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

day Contractor begins work under this Agreement.

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

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

_____ R. Minority and Women Business Enterprises

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 5 % of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if

directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "C." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

S. Pay or Play Policy

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

T. Personnel of Contractor

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

IV. DUTIES OF THE CITY

A. Payment Terms

- _____ 1. Upon the Director's Acceptance of each Deliverable listed in Exhibit "B," City shall pay and Contractor shall accept the amount for that Deliverable listed in Exhibit "B."
2. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of Contractor's free tech support and maintenance expires, City shall pay Contractor the annual fee of \$21,600.00 for the first year of tech support and maintenance as set out in

Section 23 of Exhibit "A."

3. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (2) above expires, City shall pay Contractor the annual fee of \$21,600.00 for the second year of paid tech support and maintenance as set out in Section 23 of Exhibit "A."
4. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (3) above expires, City shall pay Contractor the annual fee of \$21,600.00 for the third year of paid tech support and maintenance as set out in Section 23 of Exhibit "A."
5. Subject to the allocation of funds as set out in Section IV (F) below and effective the day following the date on which one year of paid tech support and maintenance as set out in (4) above expires, City shall pay Contractor the annual fee of \$21,600.00 for the fourth year of paid tech support and maintenance as set out in Section 23 of Exhibit "A."

The City is paying Contractor the annual maintenance fee in advance at the beginning of each year to lock in the rate for that year. The City may audit all payments made by Contractor at a later date. Contractor shall refund any overpayments uncovered in the audit. If this Agreement is terminated before the end of a period for which payment has been made in advance, Contractor shall refund a percentage of the City's advance payment equal to the

percentage of the prepaid period remaining after termination. This refund must be made within 30 days of the termination of this Agreement.

 B. Addition of System Equipment

During the term of this Agreement, the Director has the option to request Contractor in writing for additional System Equipment listed in Exhibit "A." In the event the Director requests Contractor in writing for additional System Equipment listed in Exhibit "A," the Contractor shall provide such additional System Equipment at prices set out in Exhibit "A" or the then current pricing at which Contractor sells such System Equipment to its government customers. For purposes of this Section, the "Effective Date" means the date on which Contractor receives written notification of the addition(s). As of the Effective Date, each additional item of System Equipment shall be subject to this Agreement as if it had been a part, but the charges for each item starts to accrue only as of the Effective Date. The total charges for additional System Equipment requested by the Director under this section must never exceed 25 percent of the original contract amount unless:

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

C. Taxes

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

D. Method of Payment

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

E. Method of Payment - Disputed Payments

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

F. Acceptance of System

Beginning promptly after completion of System installation, the City shall operate the System for a 30-day Trial Period, with Contractor providing Support Services as set out in Section 23 of Exhibit "A."

If during the Trial Period, the tests the City conducts indicate that the System is not performing in accordance with Contractor's documentation or the requirements of this Agreement, Contractor will have 30 days to correct the problem(s), at which time the City will have an additional 15 days to retest the corrections.

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

The City shall accept the System when: (i) the System and related Documentation

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

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

G. Limit of Appropriation

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

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ 281,290.00 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 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) City Council delegate to the Director the authority to approve up to \$86,400.00 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 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.

V. TERM AND TERMINATION

A. Contract Term

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

B. Renewals

_____ Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director or the City chooses not to renew this

Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

At the end of the second successive one-year term, if the Director extends this Agreement to permit Contractor to complete its performance, then, the Director may in his or her sole discretion extend the time so long as such extension does not exceed 90 days. The 90-day extension of time does not require an amendment of the Agreement and Contractor is not entitled to damages for delay(s) regardless of the cause of such delay(s).

C. Termination for Convenience by City

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

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

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

D. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. 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; or
- (4) a receiver or trustee is appointed for Contractor.

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

VI. MISCELLANEOUS

A. Independent Contractor

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

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

B. Force Majeure

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

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

anticipated effect.

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

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

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

C. Severability

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

D. Entire Agreement

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

E. Written Amendment

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

F. Applicable Laws

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

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

G. Notices

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

H. Captions

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

I. Non-Waiver

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. Risk of Loss

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

P. Parties In Interest

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

Q. Successors and Assigns

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

R. Business Structure and Assignments

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.

S. Remedies Cumulative

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

T. CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor shall provide the City with an Integrated Evidence Management System with the technical specifications proposed by Contractor in response to City's RFP S37-T22456 which are set out in Exhibit "A."
2. Contractor warrants that it can provide the Integrated Evidence Management System with the technical specifications and all the professional services (inclusive of travel expenses to come to Houston for Project implementation and training) set out in Exhibit "A" of this Agreement for \$ 228,290.00 plus the cost of technical support and maintenance at the annual fee of \$21,600.00.
3. Contractor warrants that the System it provides under this Agreement will meet the City's requirements for a System that:
 - a. runs on an off-the-shelf core software application with integration capabilities;
 - b. uses an open source architecture, such as Extensible Markup Language (XML), capable of easily interfacing with other programs used by government agencies and HPD;
 - c. supports both 1D and 2D barcodes as an Automatic Identification and Data Capture (AIDC) method to track property and evidence items in and out of boxes or containers as well as the boxes themselves as such boxes are sent to and fro between divisions, agencies and to various locations offsite;
 - d. supports Radio Frequency Identification (RFID);

- e. allows property room end-users to know what items of evidence are in each box or container for retrieval without having to search through a series of boxes or containers to find an item of evidence;
- f. is compatible with bar code hardware that is detailed in Exhibit "A-1;"
- g. can support a handheld mobile barcode wireless device to enter inventory data or transfer items in the inventory;
- h. is equipped to allow data to be temporarily stored in the handheld mobile device during times when the wireless network cannot be accessed or is down;
- i. is capable of allowing data stored temporarily in the handheld mobile wireless device to be accessed via a desktop computer;
- j. is equipped with a barcode system that provides end-users with quick, key-less and error-free retrieval and transfer capability;
- k. allows end-users to manage property and evidence items, boxes and locations using its barcode system;
- l. automatically generates a unique barcode for each item entered into the system;
- m. allows an authorized end-user or system administrator to define the information on the barcode tag to generate a sequential set of numbers for grouping items of evidence;
- n. that captures the signature of end-users who either check in items of evidence or check out items in the System inventory;
- o. captures end-users' digital signatures on a signature pad that is connected

to a computer via a serial or USB port when they either check in or check out items from the System;

- p. stores captured digital signatures as part of its audit trail for the movement of items in the System;
- q. prints out a receipt listing the items received and transferred along with the signatures of the person receiving or transferring items through the System's check-in and check-out process; and
- r. has an application that allows end-users to validate the integrity of the database regularly by performing a physical inventory using wireless barcode technology;

SYSTEM SCREENS

- 4. Contractor shall build a home page for the System with the opening screen for the Property Room being the Property Record Invoice which will be used by end-users to tag and store evidence in the Property Room. In addition, Contractor shall configure the System in such a way as to allow System Administrators to customize data-entry screens based on the functions for which end-users have been given authorized access and to allow System Administrators to pre-populate the screens with standardized data imported from HPD's Records Management System.

RETENTION AND DISPOSITION SCHEDULE

- 5. Contractor shall equip the System with a feature that allows end-users to configure, in compliance with State and Federal law, the retention and disposition schedule for each item logged into the database by:

- a. Category;
- b. Description;
- c. Retention Period (which end-user may define in years, months and days);
- d. Triggers For Disposition or Retention of Items, such as check-in date and date when case was closed;
- e. Automatic Review Date for each item that can be set by the end-user based on the retention or disposition code assigned to that item;
- f. Hold Items, ability to place a hold on an item that is otherwise scheduled for destruction;
- g. Report - Schedule Of Items For Disposition Or Auction - allows end-users to generate a list of all items eligible for destruction or auction by using the retention or disposition code and review date range fields as a filter; and
- h. Report - listing all items by retention or disposition code.

DOCUMENT MANAGEMENT

6. Contractor shall equip the System with an on-line document management component that allows end-users to save, view, deliver and manage documents such as scanned images, digital pictures and documents created using various word processing programs. The document management component shall include the following features:
 - a. Check-In and Check-Out;
 - b. Attach Digital Photos;
 - c. Scan Reports For Quick Retrieval And Viewing;

- d. Produce Form for tracking history of drug weights throughout the chain of custody period;
- e. Capture an image of executed documents; and
- f. Cash-on-hand ledger

AUDIT TRAIL

- 7. Contractor shall provide a System that automatically creates, stores and updates a complete and unalterable audit trail for each item logged into the System; tracks the current location of an item and the location of every location the item has resided in since it was collected; records the date and time of each transfer via the barcode scanner to show when an item was moved, to whom it was given or where it was transferred and by whom; and ensures that the audit trail is unalterable in order to preserve the integrity of the item's chain of custody since that item was checked in to the System.
- 8. Contractor shall ensure that the System contains:
 - a. a user-friendly web-browser wizard and thin client data entry screens to enable HPD officers to enter evidence reports directly into the database;
 - b. a web-browser that allows authorized personnel to enter a query regarding evidence data while masking sensitive fields;
 - c. a web-browser that allows end-users to send in a request for property to be readied for pick-up for viewing by an attorney or for use in the lab or in court;
 - d. a feature that alerts property staff about items to be picked up, sent out, or made available for viewing through e-mail, text-messaging and/or voice

- mail;
- e. a feature to automatically notify or update officers about the status on the disposition of various items of evidence in the database;
 - f. a feature to provide clients remote access via the Internet and Intranet;
 - g. an electronic process for the disposition of an item from check-in to its final disposition and must provide end-users with the ability to track the disposition process using the System application;
 - h. a feature that sets retention dates automatically to alert staff about items potentially ready for disposition; and
 - i. a web-browser that allows end-users to enter release instructions for database items and subsequently, automatically notifies property staff and clerks about such instructions.

TRACKING AND RECONCILING DATA

- 9. Contractor shall provide a System that:
 - a. comes with a feature that allows HPD to reconcile data that is checked-in by an end-user before the main database is updated by adding the checked-in data;
 - b. allows end-users to check-in data by completing an on-line Property Record Invoice;
 - c. permits a clerk to verify the data subsequently by printing the barcodes for the data checked in, have the document electronically signed by both the clerk and end-user who entered the data, and then print receipts and barcodes for each item of evidence or package;

- d. is equipped with an on-board barcode label design feature that allows end-user to design labels with text for property and evidence items, boxes and locations;
- e. has the ability to print barcode labels one label at a time or in batches directly from the System application and on any printer with a Windows driver;
- f. allows end-users at HPD to track forms and paperwork that is required for a particular case; and
- g. enables end-users at HPD to track documents such as (1) crime lab analysis reports; (2) claim letters to property owners; and (3) receipts from courts or other agencies.

INVENTORY ALERTS

- 10. Contractor shall configure the hand-held scanners being provided under this Agreement to work with the System to alert HPD clerks doing annual inventory:
 - a. when an item is scanned and the application indicates that the item is in the wrong bin;
 - b. when an item is scanned or multiple items are scanned in a bin but the item is or the items are designated for final disposal;
 - c. when an item scanned has been approved for disposal by a division; and
 - d. when the container bar code is scanned, shows that all evidence in that contained have been inventoried.

INVENTORY REPORTS

- 11. Contractor shall provide a System that is equipped to record the history of annual

inventories done in the transaction table by the following fields:

- a. Employee Number and Name of Property Clerk scanning property;
- b. Location; and
- c. Date and Time as stamped by scanner.

REPORTING REQUIREMENTS

12. The System Contractor provides under this Agreement must have an integrated report generating module that is capable of generating exchange files for other systems either in text or XML format built into the System application or may use an off-the-shelf program from a third party. In the event Contractor uses a third party program, then Contractor shall include the cost of licensing the software and technical support for the same in the total cost of this Project.
13. Contractor shall provide a System that has an integrated report generating module capable of generating the following reports:
 - a. Inventory Report - lists items by location, if the location field is used to generate the report;
 - b. Query Report - retrieves items by query;
 - c. Audit Report - shows the audit trail for all items by location, lists every location the item has been sent to, the end-user responsible for each such transfer; and dates and times when items were transferred;
 - d. Items Out Reports - lists all items checked out of the default locations that were set at the workstations by end-users, usually limited to the main room;
 - e. Wait List Report - lists items flagged for actions pending or are on a

- waiting list;
- f. User Report - lists users by the permissions requested by such users;
 - g. Retention Code Report - lists all retention or disposition codes and rules listed on the System that are applicable to individual items;
 - h. Retention Review Report - lists all items within a selected date range, flagged for review for possible disposition or destruction, by the retention or disposition code assigned to them;
 - i. Chain Of Custody - report, at any time, on demand;
 - j. Check-In Record & Check-Out Record - lists history of all the people who checked in or checked out an item of evidence in the database;
 - k. Evidence Over-Due Letter Maintenance - lists all evidence that was scheduled to be returned to the property room but did not meet that schedule;
 - l. Disposition Letters - prints disposition letters on demand;
 - m. Court Reports - describing items listed and the audit trail for establishing chain of custody of an item in court;
 - n. Transfers For Sale/Auction - reports listing all items transferred for sale or auction;
 - o. Bin History Reports - listing items by bin history, including case number, bar codes, description and the last transaction for that item while it was stored in a bin; and
 - p. Temporary Out-Overdue List - (i) listing all items that are overdue for use by the Property Room (ii) all items by Division for use by Division

Managers; and (iii) must be able to generate a form letter to the HPD officer who signed out the property that is now overdue.

14. Contractor shall equip the System:
 - a. to generate multiple barcode designs to be printed on different categories of evidence and must be versatile enough to allow for fields on the barcode labels to be defined in difference variables and combinations;
 - b. to permit end-users to build a query and build reports by various fields or functions;
 - c. to print forms for HPD officers, including forms for lab requests, ATF forms, cash accountability forms, etc.; and
 - d. to allow reports to be attached and data files saved in PDF & Excel formats.

PRINTING OF FORMS

15. Contractor shall equip the System to:
 - a. generate hard copy notices to communicate with HPD officers and property owners regarding the disposition of property;
 - b. generate notices via email or facsimile;
 - c. print for HPD management disposition reports, detailing the status of each item and the stage at which item is in the disposition cycle;
 - d. customize text of notice letters by non-technical end-users; and
 - e. offer options to end-users to create custom-designed forms, notifications, letters, barcodes, etc.

SYSTEM ARCHITECTURE & MANAGEMENT

16. Contractor shall provide a System that:
- a. is Microsoft Windows compliant, able to run on Windows 2003 server (either standard or enterprise), with an application that utilizes an SQL 2005 server as a back-end database;
 - b. collects and stores internal and external data in real time on a Relational Data Base Management System (RDBMS), such as an SQL 2005 server;
 - c. allows the end-user to sign on once to access the entire application in accordance with their access rights;
 - d. uses RADIUS, LDAP or MS Active Directory authentication;
 - e. has an application with a web-interface that is able to operate a secure communication session using SSL and meets industry standard https requirements for any web-interface;
 - f. can be monitored using SNMP;
 - g. is equipped with an application administrator that views error logs on-line and subsequently prints such logs;
 - h. is equipped with self-monitoring and alerting capabilities;
 - i. can be integrated to work in real time with other applications used by HPD;
 - j. provides a database structure that supports the exchange of data among other applications and databases;
 - k. utilizes relational database technology to support mirror imaging, stored procedures, triggers, portability and replication;
 - l. has a back-up system to back-up data both on scheduled automatic back-

- ups and unattended back-ups;
- m. parses, extracts, uploads and commits data elements stored in an external XML format data file on demand when necessary to allow the import and association of data to an existing or new lab information management system's data record;
 - n. allows one or more files, including text files, scanned images, digital photos, faxes, etc., to be attached to a data record;
 - o. allows the application administrator to customize error messages displayed to end-users;
 - p. is equipped with components, software and accessories necessary to integrate the System with a wireless network;
 - q. attaches reports and data extract files in an XML format;
 - r. supports data imports and exports in various formats;
 - s. provides tuning parameters for the operating system for its server, its application and its database;
 - t. uses the RDBMS database to support transaction logs, allows for restoration of data from such logs to eliminate the loss of transactional data;
 - u. is equipped with a feature to purge archived data from the production database;
 - v. has a data archiving system built into the System which allows end-users to type in a query to produce reports on servers other than the production servers;

- w. has a system in place to relate data stored on the main server to servers for specialized purposes such as report servers, archive servers and data stored off-line;
- x. is equipped with a data retrieval process for archived and historical data, including the archiving, retrieval and purging of documents that are stored as attachments; and
- y. supports “Role Based Security” by requiring end-users to use a valid User ID and Password in order to log into the application; locks out end-users after a defined number of failed log-in attempts using User IDs; is flexible enough to allow customized access to certain end-users to defined functions while keeping others out; allows for new categories of end-users to be provided certain types of access; allows for defined groups of end-users to be created with a group access log-in identification; is flexible enough to allow access to be granted to certain groups to certain areas of the database; and provides System Administrators to unlock locked-out users and reset the passwords of users as and when required.

ADDITIONAL SYSTEM FEATURES:

- 17. Contractor shall equip the System with additional features, including:
 - a. an automatic log-off for each workstation for security purposes, with the period when such log-off automatically occurs that may be set by each workstation end-user;
 - b. the ability to import and export ASCII files and or text data for shared use with other software programs and computing systems;

- c. an export utility that allows end-users to create, save and run any number of export routines, allows end-users to export any and all data from the database, and export setup procedures that do not require configuration or integration of the database with special codes;
- d. an import utility that allows import of records from one or more data sources, provides validation of duplicate records and data by fields, allows updating of current records within the application, enforces the same data entry rules established by the application's user interface in order to ensure integrity of data, has the capacity to run imports manually or as an unattended, scheduled background event, and keeps an error log with date and time stamp each time the System makes an import run;
- e. the generating of a disposal authorization notice on "configured" statute of limitations for criminal offenses items and by municipal ordinance for "found" property, electronically sends notice of same to division manager and allows the division manager to electronically send a reply on the updated disposition status of the item;
- f. the option to set or type over and change a default value for the retention period of an item based on the offense code or offense category, such as felony, misdemeanor, etc.;
- g. allowing the responsible division in HPD to proactively select a case and mark or tag some or all of the items in a case for final disposition;
- h. permitting end-user to move one item of evidence and its barcode from one case number into another case number;

- i. permitting end-user to roll or re-assign some or all of the evidence from one case into another case;
- j. ensuring that data entered is consistent by preventing the entry of invalid data into key files specified by HPD and at the same time makes entry of data into other fields mandatory as required;
- k. the ability to transfer responsibility for evidence from one division to another division;
- l. the ability to automatically change the location code of all items in a container when a change of location is scanned in for the container;
- m. the flexibility to allow end-users to enter values for key fields by selecting an option with the click of a mouse from drop down lists or by typing in a few letters of a valid field or by scanning a barcode that represents a value for a field;
- n. protecting end-users from accidentally deleting records of items by opening dialog boxes to alert end-users about the impending action they are about to take, by forcing end-users to confirm their actions and by allowing commands to be set up in such a way that only System Administrators may be authorized to delete records of items in the database;
- o. providing an intuitive search capability that allows the end-user to enter a value into a field on the item on the data entry screen and finds all records that contain that value in that field;
- p. permits end-users to conduct advanced Boolean searches of database items

- using a variety of terms, parameters, date ranges, etc., to build queries with multiple variables in order to extract data;
- q. the ability to personalize, save frequently used queries and subsequently use these queries to search the database; and
 - r. the ability to protect the application and database from problems arising from poorly constructed end-use queries by allowing the System Administrator to set limits on the maximum fields used in queries.

APPLICATION INTERFACES

18. Contractor shall provide System features, including;
- a. the ability to access database via the Internet or Intranet run on Microsoft Internet Information Server using a web-browser such Internet Explorer 6.0 or greater;
 - b. remote access using a web-browser to search, view and request records from the database, including end-user's own electronic files;
 - c. remote access that allows end-users to download, upload and attach electronic documents from their own browsers using a secure internet connection, using FTP or HTTP formats;
 - d. ability to conduct user-friendly web-based searches such as:
 - i. Query by Example, by entering a wildcard and multi-filed ad-hoc search terms;
 - ii. Query by Location;
 - iii. Query by Date;
 - iv. Advanced Saved Queries; and

- v. User Personalization & Security.
- e. a means of validating data entered using Property Record Invoices with HPD's records management system using Web Services;
- f. a means for allowing HPD to populate the System with Property Records from existing systems in the department;
- g. the ability to send a final disposition notice to supplement HPD's records management system from the Property Room since HPD's records management system contains the original case record created when data was first entered at the time when the case was initially opened;
- h. the ability to allow Property Room staff to send a final disposal status to HPD's records management system upon receipt of a final disposal order to attach supplemental information to the original case record contained in HPD's records management system;
- i. a radio frequency (RF) wireless inventory capability that works with HPD's Cisco Router/AccessPoint 802.11b/g technology, to permit instant recognition of items that are misplaced into the wrong bins or are missing from an inventory location;
- j. supporting the use of WEB Services in a Service Oriented Architecture with Global Justice XML Data Model (GJXDM) to allow HPD the flexibility to exchange data with GJXDM in the future;
- k. the ability to interface with commonly used off-the-shelf lab information management systems, which HPD plans to implement for its labs in the near future;

- l. ability to automate the exchange of data with systems in use by other justice agencies or departments;
- m. RFID capability or readiness to allow for the use of RFID technology in the future;
- n. capability to utilize Integrated Crime Laboratory forms within the System;
- o. supports various types of mobile Crime Scene Evidence Collection capabilities;
- p. inter-connections between System workflow capabilities and other commercially available products; and
- q. the ability to interact with Exchange Server and Novell/GroupWise or other SMTP-based messaging system as a means to deliver reports.

DATA CONVERSION

- 19. Contractor shall convert 550 megabytes of HPD's evidence and property data from the current Paradox database to the new System it is providing under this Agreement.

SYSTEM DOCUMENTATION

- 20. Contractor shall submit the following System documents to the Director:
 - a. User Manuals;
 - b. Best Practice and White Papers;
 - c. Technical Manuals;
 - d. Database Data Dictionaries;
 - e. Online Help;
 - f. Database Entity-Relationship Diagrams;

- g. Quick Tips and How-to Guides;
- h. Training Manuals;
- i. Configuration Guides;
- j. System Software Release Notes; and
- k. System Software Administration Notes.

SYSTEM IMPLEMENTATION

21. Upon receipt of a Notice to Proceed and in consultation with the Director, Contractor shall submit the System implementation schedule to the Director for approval. Contractor shall implement the System according to the approved implementation schedule and in Phases listed in Exhibit "B." Upon implementing each Phase of the System according to the approved System implementation plan, Contractor shall submit to the Director for approval or Acceptance, the Deliverable for that Phase listed in Exhibit "B."

PROJECT MANAGEMENT

22. Upon receipt of a Notice to Proceed from the Director, Contractor shall assign a Project Manager to work with the Director to implement the Project. Contractor's Project Manager shall be responsible for coordinating the training (described below) with the Director. Contractor's Project Manager shall also be the Director's contact person for troubleshooting and operational matters after the City Accepts the System.

TRAINING

23. In consultation with the Director, Contractor's Project Manager shall schedule hands-on training sessions in using System Software at HPD as set out below:

End-User Training:

- i. End-user training for three groups, one eight-hour session for each group;
- ii. In Evidence Entry application to enable end-users to learn how the application works with converted data and interfaces with other applications;
- iii. On how to generate basic reports and how to review data reports generated on the new System;

System Administrator Training:

- i. Two groups of System Administration, one eight-hour session for each group;
- ii. Training class will teach System Administrators how to administer System, set-up workstations, do Audit Logs, generate Reports, basic use of Evidence Entry module, including Thin Client and Web Client;

Management Training

- i. Three groups, one eight-hour class for each group;
- ii. To familiarize the groups with System Administration, Report generation, basic and advance use of Evidence Entry modules including Thin Client and Web Client, and functions such as workstation set-up and pull request management;

Train-the Trainer Training

- i. Four groups, one four-hour class for each group;

- ii. To train trainers in the basic use of the Evidence Entry module, including Thin Client and Web Client, and how to pull requests.

City's Responsibilities With Regard To Training

City will provide classrooms with one computer for each participant, while Contractor shall provide adequate copies of training materials and shall equip its training consultant with the necessary equipment to enable the training consultant to demonstrate the training exercises during scheduled training sessions.

TECH SUPPORT & MAINTENANCE

24. Contractor shall provide the City with technical support and maintenance for the City's Integrated Evidence Management System and the System Software licensed from Contractor, which shall include access to Contractor's trained, experienced and skilled technical support staff via:

- i. Contractor's telephone number at (847)-985-2060 to allow City System Administrators to call in with any functional and business logic errors they encounter while operating the System, Monday through Friday, 0:00 A.M. to 0:00 P.M., Central Time, excluding Contractor's holidays (Christmas and Thanksgiving Days); Saturdays and Sundays 0:00 A.M. to 0:00 P.M. Contractor shall have a majority of support calls from City answered directly by a member of Contractor's technical staff. In the event a staff member is not available immediately, City System Administrators shall leave a message and Contractor's staff shall respond to such a message within one hour. (Contractor shall provide the Director with 30 days' prior written notice regarding a change in Contractor's number (847)985-

2060.

- ii. Contractor's fax number at (847)584-0556 to allow City System Administrators fax supporting data to Contractor's technical support staff regarding problems encountered on the System;
- iii. Contractor's e-mail at support@porterlee.com, 24 hours a day, to enable City System Administrators to contact Contractor's technical support staff via e-mail about problems encountered with the System;
- iv. Contractor's help-desk at (847)985-2060, 24 hours a day, seven days a week (except Contractor's holidays on Christmas and Thanksgiving Days), to allow City System Administrators to contact Contractor's technical staff for help with problems encountered with the System; Contractor's help-desk operator shall direct such calls to Contractor's technical consultants and in the event a consultant is not available then to the voice mail box for the consultant to return such calls within one hour of receiving the same.

SEVERITY LEVELS

- v. In the table below (see next page), the City and Contractor have assigned the following Severity Levels to System Software and System problems, the error corrections to be provided by Contractor, and the response times within which Contractor shall respond with such error corrections.
- vi. The Severity Levels apply to System Software errors, hardware errors and the System functional and business logic errors, all referred to as "System error" or "System errors."
- vii. Contractor shall investigate and correct System errors reported by City

System Administrators either by phone, e-mail or by coming on-site to correct such errors.

- viii. When reporting a problem, City System Administrators shall assign a Severity Level to each error reported, either verbally while calling an error over the phone, or in writing, as applicable.

ESCALATION PROCEDURES

- ix. In the event the technical support staff member assigned by Contractor to handle a Severity Level One or Two error notified by a City System Administrator does not agree with the severity level assigned or is unable to resolve the error in the response time detailed in the table for Level One or Level Two errors, then Contractor's technical support staff member responding to such calls shall escalate the error to a Developer for resolution. In the event no resolution can be found by the Developer assigned to the call, then the Developer shall bring the error to the attention of the Project Manager. Contractor's Project Manager shall contact the Director and resolve the problem as mutually agreed to by the parties.

ONE YEAR OF FREE TECH SUPPORT AND MAINTENANCE

- x. Contractor shall provide the City with one year of free tech support and maintenance starting the day following the day the Director Accepts the System. Effective the day following the expiry of one year of free tech support and maintenance, Contractor shall provide the City with paid tech support and maintenance at the annual fee set out in Sections IV, A (2) and

(3) of this Agreement.

SEVERITY LEVELS	DEFINITION OF ERROR	TYPE OF ERROR CORRECTION TO BE PROVIDED	RESPONSE HANDLED BY	RESPONSE TIME	ERROR CORRECTION SHALL BE PROVIDED WITHIN TIME GIVEN BELOW
Level One	Affects a single end-user, but system is operational	Configuration change for the end-user affected	Help desk	2 Hours	Error correction, i.e., configuration change for the affected end-user shall be provided within 2 hours
Level Two	Affects multiple end-users, but system is operational	Configuration change for affected end-users	Help Desk	2 hours	Error correction, i.e., configuration change for the affected end-users shall be provided within 2 hours
Level Three	Affects the system's ability to function as intended for most, if not all end-users	Software Patch	Developer	1 Hour	Error correction, i.e., software patch shall be provided within time mutually agreed to by the Director and Contractor's Project Manager.

CITY'S RESPONSIBILITIES

25. SYSTEM REQUIREMENTS

A. MS SQL DATABASE SERVER

Prior to the installation of the System Software, HPD will install one HP Proliant DL585 and one HP Proliant DL385 servers with MS SQL 2000 or higher operating system, and, as recommended by Contractor, configure the same servers for use as a database server and web/file server

B. EMS CLIENT WORKSTATIONS

HPD will install HP computers that meet City requirements prior to the installation of System Software.

C. System Equipment

HPD will purchase from Contractor the following System Equipment:

TYPE	DESCRIPTION	USE IN THE SYSTEM
2D Bar Code scanner	DS2478 Wireless Bar Code scanner, power supply and cable.	Lookup of items, Custody transfers, and updates of submission information.
Signature Capture Pad	Sigpad 1x5 Signature Capture pad, power supply and cable.	Capture of digital signatures for chain-of-custody.
Bar Code Printer	Eltron Model TLP2844 Thermal Transfer Printer.	Printing of Bar Codes to identify cases and evidence.
Palm Pilot	XP20, power supply, docking station and cable.	Remote Inventory and evidence transfer.
Joint Printer Scanner Cable	Joint Printer cable.	Uses to connect a Bar Code scanner and printer to the same com port.

PROJECT MANAGEMENT

- D. i. Director will designate a Project Manager (the “City Project Manager”) to coordinate all aspects of the Project with the Project Manager assigned to the City Project by Contractor;
- ii. The City Project Manager will retain all packing slips for equipment delivered for review during the inventory process;
- iii. The City Project Manager is responsible for the acceptance or rejection of deliveries, for noting on receipts any damages or shortages in deliveries of

- equipment made and to report the same to Contractor as soon as practicable;
- iv. The City Project Manager will provide the required space for Contractor to perform its on-site duties, including, sufficient physical space, storage, and tabletop workspace, appropriate electrical power and network outlets, adequate lighting and ventilation and an area that is secure;
 - v. The City Project Manager is responsible for preparing the site where the equipment in its final form will be housed; and
 - vi. The City Project Manager is also responsible for having wires run to power the equipment, and for providing power strips or modifications to the facilities to complete the installation.

EXHIBIT "B"

PROJECT PHASES, DELIVERABLES AND COSTS

	PHASE	NO. OF DAYS TO IMPLEMENT	PHASE DELIVERABLE	COST OF DELIVERABLE
1.	Phase I	14 business days	Workflow Surveys / Installation	\$ 59,740.00
2.	Phase II	17 business days	Preparation Training, Data Conversion, 80% Software Licensing (Core and Mobile, Web)	\$ 71,850.00
3.	Phase III	11 business days	Interface	\$ 27,000.00
4.	Phase IV	30 business days	System Configuration - Reports/ Enhancements	\$ 20,250.00
5.	Phase V	5 business days	Training - Admin & Management	\$ 6,750.00
6.	Phase VI	15 business days	Training - End User - Go Live/Final Project Sign Off - 20% Final Payment Software Licensing	\$ 42,700.00

EXHIBIT "C"
MWBE SUBCONTRACT TERMS

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

1. ARRATI Inc (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2. ARRATI Inc (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.

3. Within five business days of execution of this subcontract, Engineer (prime engineer) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:

a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

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

EXHIBIT "D"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

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

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

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

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

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

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

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

Date

Contractor Name

Signature

Title

EXHIBIT "F"
DRUG POLICY COMPLIANCE DECLARATION

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

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

This reporting period covers the preceding 6 months from _____ to _____, 20____.

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

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

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

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

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

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

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

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.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "G"

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

Tim Smith, President
(Name) (Title)

as an owner or officer of Porter Lee Corporation (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 INTEGRATED EVIDENCE MANAGEMENT SYSTEM.
(Project)

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

4-16-2008
(Date)

TIM SMITH
(Typed or Printed Name)

Tim Smith
(Signature)

President
(Title)