

THE STATE OF TEXAS

COUNTY OF HARRIS

BID # L22829

ORDINANCE # 08-0675 ##

CONTRACT # 4600008849

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for LEGAL DUPLICATING AND LITIGATION SUPPORT SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and DISCOVERY SERVICES OF TEXAS, INC. ("Contractor or Vendor"), a corporation doing business in Texas. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of Legal Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Discovery Services of Texas, Inc.
4201 Caroline
Houston, Texas 77004
Phone: 713-739-8414
Fax: 713-739-7245

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

TABLE OF CONTENTS

Page No.

I.	PARTIES.....	1
1.0	ADDRESS.....	1
2.0	TABLE OF CONTENTS.....	1
3.0	PARTS INCORPORATED.....	3
4.0	CONTROLLING PARTS.....	3
5.0	DEFINITIONS.....	3
6.0	SIGNATURES.....	4
II.	DUTIES OF CONTRACTOR.....	5
1.0	SCOPE OF SERVICES.....	5
2.0	RELEASE.....	5
3.0	INDEMNIFICATION.....	5
4.0	INDEMNIFICATION PROCEDURES.....	6
5.0	INSURANCE.....	6
6.0	WARRANTIES.....	7
7.0	LICENSES AND PERMITS.....	7
8.0	COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE.....	7
9.0	MWBE COMPLIANCE.....	7
10.0	DRUG ABUSE DETECTION AND DETERRENCE.....	8
11.0	ENVIRONMENTAL LAWS.....	8
12.0	CITY'S CONTRACTOR PAY OR PLAY PROGRAM.....	9
13.0	CONTRACTOR'S PERFORMANCE.....	9
14.0	PAYMENT OF EMPLOYEES AND SUBCONTRACTORS.....	9
III.	DUTIES OF CITY.....	9
1.0	PAYMENT TERMS.....	9
2.0	TAXES.....	9
3.0	METHOD OF PAYMENT.....	10
4.0	METHOD OF PAYMENT - DISPUTED PAYMENTS.....	10
5.0	LIMIT OF APPROPRIATION.....	10
6.0	CHANGES.....	10
IV.	TERM AND TERMINATION.....	11
1.0	CONTRACT TERM.....	12
2.0	NOTICE TO PROCEED.....	12
3.0	RENEWALS.....	12
4.0	TIME EXTENSIONS.....	12
5.0	TERMINATION FOR CONVENIENCE BY THE CITY.....	12
6.0	TERMINATION FOR CAUSE BY CITY.....	12
7.0	TERMINATION FOR CAUSE BY CONTRACTOR.....	13
8.0	REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS.....	13
V.	MISCELLANEOUS.....	13
1.0	INDEPENDENT CONTRACTOR.....	13
2.0	FORCE MAJEURE.....	14
3.0	SEVERABILITY.....	14
4.0	ENTIRE AGREEMENT.....	14
5.0	WRITTEN AMENDMENT.....	14
6.0	APPLICABLE LAWS.....	14
7.0	NOTICES.....	14

8.0	NON-WAIVER.....	15
9.0	INSPECTIONS AND AUDITS	15
10.0	ENFORCEMENT	15
11.0	AMBIGUITIES.....	15
12.0	SURVIVAL	15
13.0	PARTIES IN INTEREST.....	15
14.0	SUCCESSORS AND ASSIGNS.....	15
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS	16
16.0	REMEDIES CUMULATIVE.....	16
17.0	CONTRACTOR DEBT	16

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

3.0 PARTS INCORPORATED

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

4.0 CONTROLLING PARTS

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

5.0 DEFINITIONS

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

6.0 SIGNATURES

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

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

Discovery Services of Texas, Inc.

By: _____
Name:
Title:

By: Silvia Maldonado
Name: Silvia Maldonado
Title: President
Federal Tax ID Number: 76-0413144

ATTEST/SEAL:

[Signature]
City Secretary

CITY OF HOUSTON, TEXAS

Signed by: Bill White
Mayor Arvada W. White

APPROVED:

[Signature]
City Purchasing Agent

COUNTERSIGNED BY:

[Signature]
City Controller Matthew P. Appel

DATE COUNTERSIGNED:

8-6-08

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

May 21, 2008
Date

[Signature]
Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

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

2.0 RELEASE

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

3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 INDEMNIFICATION PROCEDURES

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.1 a description of the indemnification event in reasonable detail, and
 - 4.1.2 the basis on which indemnification may be due and
 - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 INSURANCE

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
 - 5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence

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

- 5.1.4 Employer's Liability
 - Bodily injury by accident \$100,000 (each accident)
 - Bodily injury by disease \$100,000 (policy limit)
 - Bodily injury by disease \$100,000 (each employee)

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

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

6.0 **WARRANTIES**

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

6.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 **LICENSES AND PERMITS**

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

8.0 **COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

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

9.0 **MWBE COMPLIANCE**

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 5% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

10.0 DRUG ABUSE DETECTION AND DETERRENCE

- 10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 10.2.1 a copy of its drug-free workplace policy,
 - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions, and
 - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or

transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

13.0 CONTRACTOR'S PERFORMANCE

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

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

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

2.0 TAXES

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

tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT

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

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

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

5.0 LIMIT OF APPROPRIATION

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$40,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by 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."

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

6.0 CHANGES

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this

Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

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

2.0 NOTICE TO PROCEED

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director/Chief of the City Department elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor in written of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below.

The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

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

2.0 FORCE MAJEURE

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

3.0 SEVERABILITY

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

4.0 ENTIRE AGREEMENT

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

5.0 WRITTEN AMENDMENT

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

6.0 APPLICABLE LAWS

- 6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- 6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

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

8.0 NON-WAIVER

- 8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

- 9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

- 10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

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

12.0 SURVIVAL

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

13.0 PARTIES IN INTEREST

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

14.0 SUCCESSORS AND ASSIGNS

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

- 15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
- 15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

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

17.0 CONTRACTOR DEBT

- 17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

EXHIBIT A DEFINITIONS

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

"Hazardous Materials" is defined in Article II (Environmental Laws).

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

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

**EXHIBIT B
SCOPE OF SERVICES**

1.0 GENERAL:

- 1.1 The Contractor shall provide all labor, materials and transportation necessary to perform legal duplicating and litigation support services, including handling original evidence, trial exhibits and document production support as described herein.
- 1.2 The Contractor shall provide legal duplicating and litigation support services on a 24-hour, seven days a week basis.
- 1.3 The Contractor shall pick up orders within one hour (sixty minutes) of the request, unless otherwise specified. The Contractor shall pick-up and deliver the documents at no additional costs.
- 1.4 The work shall include, but is not limited to, the following services:
 - 1.4.1 Document reproduction of original evidentiary documents (automatic document feed, machine collating and stapling, heavy litigation and glass work, oversized document copying and color laser copies).
 - 1.4.1.1 Automatic document feed documents are those documents in which the originals are loose, or if they are grouped, stapled, or otherwise bound, each group of documents contains at least ten (10) pages. These may be either single-sided originals or double-sided originals.
 - 1.4.1.2 Heavy litigation documents are those documents in which the originals are stapled or otherwise bound with fewer than ten (10) pages per group.
 - 1.4.1.3 Glass work includes: (a) documents that are not standard sized (i.e., 8 ½ x 11, 8 ½ x 14 or 11 x 17) or which require special handling because of other factors (including, but not limited to, books), but are copied onto standard sized paper (i.e., 8 ½ x 11, 8 ½ x 14 or 11 x 17); and (b) documents which are enlarged or reduced onto standard sized paper.
 - 1.4.1.4 Oversized documents include, but are not limited to, architectural and engineering drawings, plans, "blue lines", sepia, mylar, and blue prints. These documents are copied size-for-size, unless otherwise specified.
 - 1.4.1.5 Non-standard sized copies are copies of originals which are not standard sized (i.e., 8 ½ x 11, 8 ½ x 14 or 11 x 17) but are made on non-standard sized paper. These documents are copied size-for-size, unless otherwise specified.
 - 1.4.1.6 Photographs are copied onto photographic paper from original photographs, negatives, or disks.
 - 1.4.2 Document numbering includes using computer-generated numbering labels with alphabetic and/or Arabic character and Bates stamping as requested by City Attorney. The Contractor shall create the computer-generated numbers and record the last number used. Document numbering also includes marking documents with a stamp provided by City Attorney as requested.
 - 1.4.3 Finishing Services includes, but is not limited to, binding services (GBC, VELO, and ACCO). Documents are to be reproduced in the same format as the originals,

unless otherwise specified by City Attorney. For example, if a document is bound, the copy should be bound in the same manner. Likewise, if a document is bound in a file folder or presentation folder, the copy should be produced in a file folder or presentation folder, respectively.

1.4.3.1 Unless otherwise specified, copies will be stapled, two-hole punched (or drilled), three-hole punched (or drilled), rubber-banded, or placed in file folders if the originals are stapled, two-hole punched, three-hole punched, rubber-banded, or placed in file folders, respectively. There will be no additional charge for staples, hole-punching (drilling), or rubber-bands.

1.4.3.2 The cost of any finishing services includes the cost of printing the covers and/or the reproduction of any labels on any file folder (manila or pressboard), envelope, or redwell.

1.4.3.3 Custom tabs are tabs marked with specified labels, other than standard alphabetic or numeric characters.

1.4.4 Exhibit Enlargements includes color and black and white foamboards made from negatives and prints.

1.4.5 Electronic Media Duplication includes tape transfer from micro to regular audio tape for 30, 60, 90, and 120 minute tapes, and video tape duplication for 30, 60, 90, 120, 160, and 180 minutes tapes. Tape transfer service includes the reproduction of any labels on the original onto the copies.

1.4.5.1 Computer media transfer from diskette to diskette, cd rom to cd rom, zip disk to zip disk, or diskette to cd rom.

1.5 Other Work/Services shall be performed on an "as need" basis. Services shall include, but is not limited to, scanning images with OCR, bankruptcy mailings, preparing trial exhibits, oversized and blueprint copying, etc.

2.0 ARTWORK:

2.1 All artwork delivered to the Contractor by the Department will be "camera ready". All artwork shall remain the property of the City of Houston and shall be returned to the designated Legal Department representative by the Contractor. All negatives shall be returned to the Department after ninety (90) days. Any negatives that are not complete and in first class condition upon return shall, upon the request of the designated Department's representative, be replaced at the Contractor's expense.

3.0 PAPER:

3.1 The Contractor shall provide the paper specified in each job, unless prior written authorization is obtained from the designated Department representative.

4.0 PLATES:

4.1 Paper printing plates may be used. When metal printing plates are used, they shall be new 3M, Fuji, or equal. Product equivalencies shall be approved by the designated Department representative in writing prior to beginning each job. Use of reconditioned plates is prohibited.

5.0 PROOFING:

- 5.1 Normally, no proofs will be required. For those jobs requiring a "blue line" proof, a copy of the production piece shall be submitted to the designated Department representative for approval prior to beginning each job. The "blue line" copy must be signed and dated by the designated Department representative as "Approved" prior to processing the job

6.0 REPRINTS:

- 6.1 Reprinting shall be done at the Contractor's standard prices.

7.0 TIME LINE:

- 7.1 All copying, folding, binding, and packaging shall be completed and finished work delivered within the time line of 30,000 documents a day. An additional twenty-four (24) hours will be allocated when documents require Bates stamping or other labeling before copying, folding, binding, and packaging.

8.0 CONFLICT OF TERMS AND/OR CONDITIONS:

- 8.1 In the case that any terms and/or conditions of contractor's fee schedule/price list conflict with any terms and/or conditions of this contract, the terms and conditions of this contract shall prevail.

9.0 CONFIDENTIALITY AGREEMENT:

- 9.1 A Confidentiality Statement must be signed by the Contractor prior to rendering services. The Contractor shall not disclose or make available customer payment date to other entities or individuals without the prior written consent of the City, except pursuant to valid legal process. Contractor shall treat such information as confidential, and will not use said information other than in connection with its performance or its obligations.

10.0 ADDITIONS & DELETIONS:

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

11.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 11.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Legal Duplicating and Litigation Support Services during the term of this contract. The quantities may vary depending upon the actual needs of the Legal Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing requiring all the quantities specified herein.

12.0 WARRANTY OF SERVICES:

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

- 12.2 "Correction" as used in this clause, means the elimination of a defect.
- 12.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 12.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 12.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

ATTACHMENT C
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

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

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Affirmative Action Director (“the Director”)
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

ATTACHMENT D

**CITY OF HOUSTON
AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT**

Report Period _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____

PRIME CONTRACTOR: _____ CONTRACT No.: _____

ADDRESS: _____ CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____ M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBEs to reflect up/down variances on contract amount						
Affirmative Action Division ATTN: Velma Laws 713-837-9018 611 Walker, 20 th Floor Houston, Texas 77002						

**EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT**

I, Silvin Maldonado President as an owner or officer of
(Name) (Print/Type) (Title)
Discovery Services of Texas, Inc (Contractor)
(Name of Company)

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

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

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

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

Date 5-12-2008

Contractor Name Discovery Services of Tx

Signature Silvin Maldonado

Title President

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

I, Silvin Maldonado President
(Name - Print/Type) (Title)

as an owner or officer of Discovery Services of Texas (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

5-12-2008
Date

Discovery Services of Texas
Contractor Name

Silvin Maldonado
Signature

President
Title

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

I, Silvin Maldonado
(Name - Print/Type)

as an owner or officer of Discovery Services of Texas (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

5-12-2008
Date

Discovery Services of Texas
Contractor Name

Silvin Maldonado
Signature

President
Title

**EXHIBIT H
FEES AND COSTS**

Year One (1)		
Document Reproduction of Original Evidentiary Documents		
1	Single Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01 Each
2	Single Sided Auto Feed Copies, including machine collating & stapling (original bound or stapled sets of 10 pages or more)	\$0.01 Each
3	Double Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01 Each
4	Double Sided Auto Feed Copies, including machine collating & stapling (original sets of 10 pages or more)	\$0.01 Each
5	Single Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.10 Each
6	Double Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.00 Each
7	Oversized Document Copying, 11 x 17	\$0.00 Each
8	Oversized Document Copying, 24 x 36	\$0.00 Each
9	Oversized Document Copying, 30 x 42	\$0.00 Each
10	Oversized Document Copying, 30 x 40	\$0.50 Each
11	Oversized Document Copying, 36 x 60	\$0.00 Each
12	Oversized Document Copying, 12 x 75	\$0.00 Each
13	Non-standard Document Copying (size for size, other than 8 ½ x 11, 8 ½ x 14, 11 x 17, 24 x 36, 30 x 42, 40 x 40, 36 x 60, or 12 x 75) (per square foot)	\$0.00 Square Foot
14	Color laser copies (from hard copies) on 8 ½ x 11	\$0.20 Each
15	Color laser copies (from disk) on 8 ½ x 11	\$0.60 Each
16	Color laser copies (from hard copies) on 8 ½ x 14	\$0.00 Each
17	Color laser copies (from disk) on 8 ½ x 14	\$0.00 Each
18	Color laser copies (from hard copies) on 11 x 17	\$0.00 Each
19	Color laser copies (from disk) on 11 x 17	\$0.00 Each
20	Black and White Transparency	\$0.00 Each
21	Color Transparency	\$0.00 Each
22	Photograph, 3 x 5 from negative	\$0.10 Each
23	Photograph, 4 x 6 from negative	\$0.10 Each
24	Photograph, 5 x 7 from negative	\$0.10 Each
25	Photograph, 8 x 10 from negative	\$0.10 Each
26	Photograph, 3 x 5 from print	\$0.10 Each
27	Photograph, 4 x 6 from print	\$0.10 Each
28	Photograph, 5 x 7 from print	\$0.10 Each
29	Photograph, 8 x 10 from print	\$0.10 Each
30	Photograph, 3 x 5 from disk	\$0.10 Each
31	Photograph, 4 x 6 from disk	\$0.10 Each
32	Photograph, 5 x 7 from disk	\$0.10 Each
33	Photograph, 8 x 10 from disk	\$0.10 Each
34	Hard copies from microfilm	\$0.10 Each
Numbering		

35	Computerize generated numbering label with alphabetic &/or Arabic characters and apply label	\$0.03	Each
36	Stamping without labels (bates or other stamp)	\$0.00	Each
Finishing Services			
37	GBC Binding	\$0.25	Each
38	Screw Post Binding	\$0.00	Each
39	ACCO Binding	\$0.25	Each
40	Velo Binding	\$0.00	Each
41	Clear Covers	\$0.05	Each
42	Cardstock Covers	\$0.05	Each
43	Pressboard Covers	\$0.75	Each
44	"Deposition" Covers (report cover with clear front, solid back)	\$0.75	Each
45	Binder, 1"	\$1.00	Each
46	Binder, 2"	\$0.00	Each
47	Binder, 3"	\$0.00	Each
48	Binder, 3.5"	\$2.00	Each
49	Binder, 4"	\$0.00	Each
50	Binder, 5"	\$0.00	Each
51	Manila Folder	\$0.00	Each
52	Pressboard Folder	\$0.75	Each
53	Redwell	\$0.75	Each
54	Manila Envelope	\$0.00	Each
55	Legal Tabs (preprinted numeric or alpha)	\$0.07	Each
56	Custom Tabs	\$0.00	Each
Exhibit Enlargements			
57	Black & White Foamboard, 30" x 40"	\$0.00	Each
58	Black & White Foamboard, 18" x 24"	\$0.00	Each
59	Black & White Foamboard, 24" x 36"	\$0.00	Each
60	Black & White Foamboard, 36" x 60"	\$5.00	Each
61	Black & White Foamboard, all other sizes (per square foot)	\$0.00	Square Foot
62	Black & White Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
63	Black & White Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
64	Black & White Foamboard Photographic Enlargements (from negative), 24" x 36"	\$5.00	Each
65	Black & White Foamboard Photographic Enlargements (from negative), 36" x 60"	\$0.00	Each
66	Black & White Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
67	Black & White Foamboard Photographic Enlargements (from print), 30" x 40"	\$5.00	Each
68	Black & White Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
69	Black & White Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
70	Black & White Foamboard Photographic Enlargements (from print), 36" x 60"	\$0.00	Each
71	Black & White Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
72	Color Foamboard, 30" x 40"	\$0.00	Each

73	Color Foamboard, 18" x 24"	\$0.00	Each
74	Color Foamboard, 24" x 36"	\$0.00	Each
75	Color Foamboard, 36" x 60"	\$5.00	Each
76	Color Foamboard, all other sizes (per square foot)	\$0.00	Each
77	Color Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
78	Color Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
79	Color Foamboard Photographic Enlargements (from negative), 24" x 36"	\$0.00	Each
80	Color Foamboard Photographic Enlargements (from negative), 36" x 60"	\$5.00	Each
81	Color Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
82	Color Foamboard Photographic Enlargements (from print), 30" x 40"	\$0.00	Each
83	Color Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
84	Color Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
85	Color Foamboard Photographic Enlargements (from print), 36" x 60"	\$5.00	Each
86	Color Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
Electronic Media Duplication			
87	Real-time tape transfer from micro to regular audio tape	\$2.00	Tape
88	Audio Cassette duplication (15 minute/per side tapes)	\$2.00	Tape
89	Audio Cassette duplication (30 minute/per side tapes)	\$0.00	Tape
90	Audio Cassette duplication (45 minute/per side tapes)	\$0.00	Tape
91	Audio Cassette duplication (60 minute/per side tapes)	\$0.00	Tape
92	Video tape duplication (VHS) (30 minute)	\$2.00	Tape
93	Video tape duplication (VHS) (60 minute)	\$0.00	Tape
94	Video tape duplication (VHS) (90 minute)	\$0.00	Tape
95	Video tape duplication (VHS) (120 minute)	\$0.00	Tape
96	Video tape duplication (VHS) (160 minute)	\$0.00	Tape
97	Video tape duplication (VHS) (180 minute)	\$0.00	Tape
98	Computer Diskette Copying	\$0.00	Diskette
99	CD Rom Copying	\$2.00	CD
100	Zip Disk Copying	\$0.00	Diskette
Scan Images with OCR			
101	Scan Images with OCR	\$0.05	Each
Year Two (2)			
Document Reproduction of Original Evidentiary Documents			
102	Single Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
103	Single Sided Auto Feed Copies, including machine collating & stapling (original bound or stapled sets of 10 pages or more)	\$0.01	Each
104	Double Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
105	Double Sided Auto Feed Copies, including machine collating & stapling (original sets of 10 pages or more)	\$0.01	Each
106	Single Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.10	Each

107	Double Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.00	Each
108	Oversized Document Copying, 11 x 17	\$0.00	Each
109	Oversized Document Copying, 24 x 36	\$0.00	Each
110	Oversized Document Copying, 30 x 42	\$0.00	Each
111	Oversized Document Copying, 30 x 40	\$0.50	Each
112	Oversized Document Copying, 36 x 60	\$0.00	Each
113	Oversized Document Copying, 12 x 75	\$0.00	Each
114	Non-standard Document Copying (size for size, other than 8 ½ x 11, 8 ½ x 14, 11 x 17, 24 x 36, 30 x 42, 40 x 40, 36 x 60, or 12 x 75) (per square foot)	\$0.00	Square Foot
115	Color Laser Copies (from hard copies) on 8 ½ x 11	\$0.20	Each
116	Color Laser Copies (from disk) on 8 ½ x 11	\$0.60	Each
117	Color Laser Copies (from hard copies) on 8 ½ x 14	\$0.00	Each
118	Color Laser Copies (from disk) on 8 ½ x 14	\$0.00	Each
119	Color Laser Copies (from hard copies) on 11 x 17	\$0.00	Each
120	Color Laser Copies (from disk) on 11 x 17	\$0.00	Each
121	Black and White Transparency	\$0.00	Each
122	Color Transparency	\$0.00	Each
123	Photograph, 3 x 5 from negative	\$0.10	Each
124	Photograph, 4 x 6 from negative	\$0.10	Each
125	Photograph, 5 x 7 from negative	\$0.10	Each
126	Photograph, 8 x 10 from negative	\$0.10	Each
127	Photograph, 3 x 5 from print	\$0.10	Each
128	Photograph, 4 x 6 from print	\$0.10	Each
129	Photograph, 5 x 7 from print	\$0.10	Each
130	Photograph, 8 x 10 from print	\$0.10	Each
131	Photograph, 3 x 5 from disk	\$0.10	Each
132	Photograph, 4 x 6 from disk	\$0.10	Each
133	Photograph, 5 x 7 from disk	\$0.10	Each
134	Photograph, 8 x 10 from disk	\$0.10	Each
135	Hard copies from microfilm	\$0.10	Each
Numbering			
136	Computerize generated numbering label with alphabetic &/or Arabic characters and apply label	\$0.03	Each
137	Stamping without labels (bates or other stamp)	\$0.00	Each
Finishing Services			
138	GBC Binding	\$0.25	Each
139	Screw Post Binding	\$0.00	Each
140	ACCO Binding	\$0.25	Each
141	Velo Binding	\$0.00	Each
142	Clear Covers	\$0.05	Each
143	Cardstock Covers	\$0.05	Each
144	Pressboard Covers	\$0.75	Each
145	"Deposition" Covers (report cover with clear front, solid back)	\$0.75	Each
146	Binder, 1"	\$1.00	Each
147	Binder, 2"	\$0.00	Each
148	Binder, 3"	\$0.00	Each
149	Binder, 3.5"	\$2.00	Each
150	Binder, 4"	\$0.00	Each
151	Binder, 5"	\$0.00	Each

152	Manila Folder	\$0.00	Each
153	Pressboard Folder	\$0.75	Each
154	Redwell	\$0.75	Each
155	Manila Envelope	\$0.00	Each
156	Legal Tabs (preprinted numeric or alpha)	\$0.07	Each
157	Custom Tabs	\$0.00	Each
Exhibit Enlargements			
158	Black & White Foamboard, 30" x 40"	\$0.00	Each
159	Black & White Foamboard, 18" x 24"	\$0.00	Each
160	Black & White Foamboard, 24" x 36"	\$0.00	Each
161	Black & White Foamboard, 36" x 60"	\$5.00	Each
162	Black & White Foamboard, all other sizes (per square foot)	\$0.00	Square Foot
163	Black & White Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
164	Black & White Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
165	Black & White Foamboard Photographic Enlargements (from negative), 24" x 36"	\$5.00	Each
166	Black & White Foamboard Photographic Enlargements (from negative), 36" x 60"	\$0.00	Each
167	Black & White Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
168	Black & White Foamboard Photographic Enlargements (from print), 30" x 40"	\$5.00	Each
169	Black & White Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
170	Black & White Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
171	Black & White Foamboard Photographic Enlargements (from print), 36" x 60"	\$0.00	Each
172	Black & White Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
173	Color Foamboard, 30" x 40"	\$0.00	Each
174	Color Foamboard, 18" x 24"	\$0.00	Each
175	Color Foamboard, 24" x 36"	\$0.00	Each
176	Color Foamboard, 36" x 60"	\$5.00	Each
177	Color Foamboard, all other sizes (per square foot)	\$0.00	Each
178	Color Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
179	Color Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
180	Color Foamboard Photographic Enlargements (from negative), 24" x 36"	\$0.00	Each
181	Color Foamboard Photographic Enlargements (from negative), 36" x 60"	\$5.00	Each
182	Color Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
183	Color Foamboard Photographic Enlargements (from print), 30" x 40"	\$0.00	Each
184	Color Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
185	Color Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
186	Color Foamboard Photographic Enlargements (from print), 36" x 60"	\$5.00	Each
187	Color Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot

Electronic Media Duplication			
188	Real-time tape transfer from micro to regular audio tape	\$2.00	Tape
189	Audio Cassette duplication (15 minute/per side tapes)	\$2.00	Tape
190	Audio Cassette duplication (30 minute/per side tapes)	\$0.00	Tape
191	Audio Cassette duplication (45 minute/per side tapes)	\$0.00	Tape
192	Audio Cassette duplication (60 minute/per side tapes)	\$0.00	Tape
193	Video tape duplication (VHS) (30 minute)	\$2.00	Tape
194	Video tape duplication (VHS) (60 minute)	\$0.00	Tape
195	Video tape duplication (VHS) (90 minute)	\$0.00	Tape
196	Video tape duplication (VHS) (120 minute)	\$0.00	Tape
197	Video tape duplication (VHS) (160 minute)	\$0.00	Tape
198	Video tape duplication (VHS) (180 minute)	\$0.00	Tape
199	Computer Diskette Copying	\$0.00	Diskette
200	CD Rom Copying	\$2.00	CD
201	Zip Disk Copying	\$0.00	Diskette
Scan Images with OCR			
202	Scan Images with OCR	\$0.05	Each
Year Three (3)			
Document Reproduction of Original Evidentiary Documents			
203	Single Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
204	Single Sided Auto Feed Copies, including machine collating & stapling (original bound or stapled sets of 10 pages or more)	\$0.01	Each
205	Double Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
206	Double Sided Auto Feed Copies, including machine collating & stapling (original sets of 10 pages or more)	\$0.01	Each
207	Single Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.10	Each
208	Double Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.00	Each
209	Oversized Document Copying, 11 x 17	\$0.00	Each
210	Oversized Document Copying, 24 x 36	\$0.00	Each
211	Oversized Document Copying, 30 x 42	\$0.00	Each
212	Oversized Document Copying, 30 x 40	\$0.50	Each
213	Oversized Document Copying, 36 x 60	\$0.00	Each
214	Oversized Document Copying, 12 x 75	\$0.00	Each
215	Non-standard Document Copying (size for size, other than 8 ½ x 11, 8 ½ x 14, 11 x 17, 24 x 36, 30 x 42, 40 x 40, 36 x 60, or 12 x 75) (per square foot)	\$0.00	Square Foot
216	Color laser copies (from hard copies) on 8 ½ x 11	\$0.20	Each
217	Color Laser Copies (from disk) on 8 ½ x 11	\$0.60	Each
218	Color Laser Copies (from hard copies) on 8 ½ x 14	\$0.00	Each
219	Color Laser Copies (from disk) on 8 ½ x 14	\$0.00	Each
220	Color Laser Copies (from hard copies) on 11 x 17	\$0.00	Each

221	Color Laser Copies (from disk) on 11 x 17	\$0.00	Each
222	Black and White Transparency	\$0.00	Each
223	Color Transparency	\$0.00	Each
224	Photograph, 3 x 5 from negative	\$0.10	Each
225	Photograph, 4 x 6 from negative	\$0.10	Each
226	Photograph, 5 x 7 from negative	\$0.10	Each
227	Photograph, 8 x 10 from negative	\$0.10	Each
228	Photograph, 3 x 5 from print	\$0.10	Each
229	Photograph, 4 x 6 from print	\$0.10	Each
230	Photograph, 5 x 7 from print	\$0.10	Each
231	Photograph, 8 x 10 from print	\$0.10	Each
232	Photograph, 3 x 5 from disk	\$0.10	Each
233	Photograph, 4 x 6 from disk	\$0.10	Each
234	Photograph, 5 x 7 from disk	\$0.10	Each
235	Photograph, 8 x 10 from disk	\$0.10	Each
236	Hard copies from microfilm	\$0.10	Each
Numbering			
237	Computerize generated numbering label with alphabetic &/or Arabic characters and apply label	\$0.03	Each
238	Stamping without labels (bates or other stamp)	\$0.00	Each
Finishing Services			
239	GBC Binding	\$0.25	Each
240	Screw Post Binding	\$0.00	Each
241	ACCO Binding	\$0.25	Each
242	Velo Binding	\$0.00	Each
243	Clear Covers	\$0.05	Each
244	Cardstock Covers	\$0.05	Each
245	Pressboard Covers	\$0.75	Each
246	"Deposition" Covers (report cover with clear front, solid back)	\$0.75	Each
247	Binder, 1"	\$1.00	Each
248	Binder, 2"	\$0.00	Each
249	Binder, 3"	\$0.00	Each
250	Binder, 3.5"	\$2.00	Each
251	Binder, 4"	\$0.00	Each
252	Binder, 5"	\$0.00	Each
253	Manila Folder	\$0.00	Each
254	Pressboard Folder	\$0.75	Each
255	Redwell	\$0.75	Each
256	Manila Envelope	\$0.00	Each
257	Legal Tabs (preprinted numeric or alpha)	\$0.07	Each
258	Custom Tabs	\$0.00	Each
Exhibit Enlargements			
259	Black & White Foamboard, 30" x 40"	\$0.00	Each
260	Black & White Foamboard, 18" x 24"	\$0.00	Each
261	Black & White Foamboard, 24" x 36"	\$0.00	Each
262	Black & White Foamboard, 36" x 60"	\$5.00	Each
263	Black & White Foamboard, all other sizes (per square foot)	\$0.00	Square Foot
264	Black & White Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each

265	Black & White Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
266	Black & White Foamboard Photographic Enlargements (from negative), 24" x 36"	\$5.00	Each
267	Black & White Foamboard Photographic Enlargements (from negative), 36" x 60"	\$0.00	Each
268	Black & White Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
269	Black & White Foamboard Photographic Enlargements (from print), 30" x 40"	\$5.00	Each
270	Black & White Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
271	Black & White Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
272	Black & White Foamboard Photographic Enlargements (from print), 36" x 60"	\$0.00	Each
273	Black & White Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
274	Color Foamboard, 30" x 40"	\$0.00	Each
275	Color Foamboard, 18" x 24"	\$0.00	Each
276	Color Foamboard, 24" x 36"	\$0.00	Each
277	Color Foamboard, 36" x 60"	\$5.00	Each
278	Color Foamboard, all other sizes (per square foot)	\$0.00	Each
279	Color Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
280	Color Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
281	Color Foamboard Photographic Enlargements (from negative), 24" x 36"	\$0.00	Each
282	Color Foamboard Photographic Enlargements (from negative), 36" x 60"	\$5.00	Each
283	Color Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
284	Color Foamboard Photographic Enlargements (from print), 30" x 40"	\$0.00	Each
285	Color Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
286	Color Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
287	Color Foamboard Photographic Enlargements (from print), 36" x 60"	\$5.00	Each
288	Color Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
Electronic Media Duplication			
289	Real-time tape transfer from micro to regular audio tape	\$2.00	Tape
290	Audio Cassette duplication (15 minute/per side tapes)	\$2.00	Tape
291	Audio Cassette duplication (30 minute/per side tapes)	\$0.00	Tape
292	Audio Cassette duplication (45 minute/per side tapes)	\$0.00	Tape
293	Audio Cassette duplication (60 minute/per side tapes)	\$0.00	Tape
294	Video tape duplication (VHS) (30 minute)	\$2.00	Tape
295	Video tape duplication (VHS) (60 minute)	\$0.00	Tape
296	Video tape duplication (VHS) (90 minute)	\$0.00	Tape
297	Video tape duplication (VHS) (120 minute)	\$0.00	Tape
298	Video tape duplication (VHS) (160 minute)	\$0.00	Tape
299	Video tape duplication (VHS) (180 minute)	\$0.00	Tape
300	Computer Diskette Copying	\$0.00	Diskette
301	CD Rom Copying	\$2.00	CD
302	Zip Disk Copying	\$0.00	Diskette

Scan Images with OCR			
303	Scan Images with OCR	\$0.05	Each
Year Four (4)			
Document Reproduction of Original Evidentiary Documents			
304	Single Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
305	Single Sided Auto Feed Copies, including machine collating & stapling (original bound or stapled sets of 10 pages or more)	\$0.01	Each
306	Double Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
307	Double Sided Auto Feed Copies, including machine collating & stapling (original sets of 10 pages or more)	\$0.01	Each
308	Single Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.10	Each
309	Double Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.00	Each
310	Oversized Document Copying, 11 x 17	\$0.00	Each
311	Oversized Document Copying, 24 x 36	\$0.00	Each
312	Oversized Document Copying, 30 x 42	\$0.00	Each
313	Oversized Document Copying, 30 x 40	\$0.50	Each
314	Oversized Document Copying, 36 x 60	\$0.00	Each
315	Oversized Document Copying, 12 x 75	\$0.00	Each
316	Non-standard Document Copying (size for size, other than 8 ½ x 11, 8 ½ x 14, 11 x 17, 24 x 36, 30 x 42, 40 x 40, 36 x 60, or 12 x 75) (per square foot)	\$0.00	Square Foot
317	Color Laser Copies (from hard copies) on 8 ½ x 11	\$0.20	Each
318	Color Laser Copies (from disk) on 8 ½ x 11	\$0.60	Each
319	Color Laser Copies (from hard copies) on 8 ½ x 14	\$0.00	Each
320	Color Laser Copies (from disk) on 8 ½ x 14	\$0.00	Each
321	Color Laser Copies (from hard copies) on 11 x 17	\$0.00	Each
322	Color Laser Copies (from disk) on 11 x 17	\$0.00	Each
323	Black and White Transparency	\$0.00	Each
324	Color Transparency	\$0.00	Each
325	Photograph, 3 x 5 from negative	\$0.10	Each
326	Photograph, 4 x 6 from negative	\$0.10	Each
327	Photograph, 5 x 7 from negative	\$0.10	Each
328	Photograph, 8 x 10 from negative	\$0.10	Each
329	Photograph, 3 x 5 from print	\$0.10	Each
330	Photograph, 4 x 6 from print	\$0.10	Each
331	Photograph, 5 x 7 from print	\$0.10	Each
332	Photograph, 8 x 10 from print	\$0.10	Each
333	Photograph, 3 x 5 from disk	\$0.10	Each
334	Photograph, 4 x 6 from disk	\$0.10	Each
335	Photograph, 5 x 7 from disk	\$0.10	Each
336	Photograph, 8 x 10 from disk	\$0.10	Each
337	Hard copies from microfilm	\$0.10	Each
Numbering			

338	Computerize generated numbering label with alphabetic &/or Arabic characters and apply label	\$0.03	Each
339	Stamping without labels (bates or other stamp)	\$0.00	Each
Finishing Services			
340	GBC Binding	\$0.25	Each
341	Screw Post Binding	\$0.00	Each
342	ACCO Binding	\$0.25	Each
343	Velo Binding	\$0.00	Each
344	Clear Covers	\$0.05	Each
345	Cardstock Covers	\$0.05	Each
346	Pressboard Covers	\$0.75	Each
347	"Deposition" Covers (report cover with clear front, solid back)	\$0.75	Each
348	Binder, 1"	\$1.00	Each
349	Binder, 2"	\$0.00	Each
350	Binder, 3"	\$0.00	Each
351	Binder, 3.5"	\$2.00	Each
352	Binder, 4"	\$0.00	Each
353	Binder, 5"	\$0.00	Each
354	Manila Folder	\$0.00	Each
355	Pressboard Folder	\$0.75	Each
356	Redwell	\$0.75	Each
357	Manila Envelope	\$0.00	Each
358	Legal Tabs (preprinted numeric or alpha)	\$0.07	Each
359	Custom Tabs	\$0.00	Each
Exhibit Enlargements			
360	Black & White Foamboard, 30" x 40"	\$0.00	Each
361	Black & White Foamboard, 18" x 24"	\$0.00	Each
362	Black & White Foamboard, 24" x 36"	\$0.00	Each
363	Black & White Foamboard, 36" x 60"	\$5.00	Each
364	Black & White Foamboard, all other sizes (per square foot)	\$0.00	Square Foot
365	Black & White Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
366	Black & White Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
367	Black & White Foamboard Photographic Enlargements (from negative), 24" x 36"	\$5.00	Each
368	Black & White Foamboard Photographic Enlargements (from negative), 36" x 60"	\$0.00	Each
369	Black & White Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
370	Black & White Foamboard Photographic Enlargements (from print), 30" x 40"	\$5.00	Each
371	Black & White Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
372	Black & White Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
373	Black & White Foamboard Photographic Enlargements (from print), 36" x 60"	\$0.00	Each
374	Black & White Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot

375	Color Foamboard, 30" x 40"	\$0.00	Each
376	Color Foamboard, 18" x 24"	\$0.00	Each
377	Color Foamboard, 24" x 36"	\$0.00	Each
378	Color Foamboard, 36" x 60"	\$5.00	Each
379	Color Foamboard, all other sizes (per square foot)	\$0.00	Each
380	Color Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
381	Color Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
382	Color Foamboard Photographic Enlargements (from negative), 24" x 36"	\$0.00	Each
383	Color Foamboard Photographic Enlargements (from negative), 36" x 60"	\$5.00	Each
384	Color Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
385	Color Foamboard Photographic Enlargements (from print), 30" x 40"	\$0.00	Each
386	Color Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
387	Color Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
388	Color Foamboard Photographic Enlargements (from print), 36" x 60"	\$5.00	Each
389	Color Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
Electronic Media Duplication			
390	Audio Cassette duplication (30 minute/per side tapes)	\$2.00	Tape
391	Real-time tape transfer from micro to regular audio tape	\$2.00	Tape
392	Audio Cassette duplication (15 minute/per side tapes)	\$0.00	Tape
393	Audio Cassette duplication (45 minute/per side tapes)	\$0.00	Tape
394	Audio Cassette duplication (60 minute/per side tapes)	\$0.00	Tape
395	Video tape duplication (VHS) (30 minute)	\$2.00	Tape
396	Video tape duplication (VHS) (60 minute)	\$0.00	Tape
397	Video tape duplication (VHS) (90 minute)	\$0.00	Tape
398	Video tape duplication (VHS) (120 minute)	\$0.00	Tape
399	Video tape duplication (VHS) (160 minute)	\$0.00	Tape
400	Video tape duplication (VHS) (180 minute)	\$0.00	Tape
401	Computer Diskette Copying	\$0.00	Diskette
402	CD Rom Copying	\$2.00	CD
403	Zip Disk Copying	\$0.00	Diskette
Scan Images with OCR			
404	Scan Images with OCR	\$0.05	Each
Year Five (5)			
Document Reproduction of Original Evidentiary Documents			
405	Single Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
406	Single Sided Auto Feed Copies, including machine collating & stapling (original bound or stapled sets of 10 pages or more)	\$0.01	Each
407	Double Sided Auto Feed Copies, including automatic document feed (unbound originals)	\$0.01	Each
408	Double Sided Auto Feed Copies, including machine collating & stapling (original sets of 10 pages or more)	\$0.01	Each
409	Single Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.10	Each

410	Double Sided Heavy Litigation & Glass work, including originals that cannot be document fed or original bound or stapled sets of less than 10 pages	\$0.00	Each
411	Oversized Document Copying, 11 x 17	\$0.00	Each
412	Oversized Document Copying, 24 x 36	\$0.00	Each
413	Oversized Document Copying, 30 x 42	\$0.00	Each
414	Oversized Document Copying, 30 x 40	\$0.50	Each
415	Oversized Document Copying, 36 x 60	\$0.00	Each
416	Oversized Document Copying, 12 x 75	\$0.00	Each
417	Non-standard Document Copying (size for size, other than 8 ½ x 11, 8 ½ x 14, 11 x 17, 24 x 36, 30 x 42, 40 x 40, 36 x 60, or 12 x 75) (per square foot)	\$0.00	Square Foot
418	Color laser copies (from hard copies) on 8 ½ x 11	\$0.20	Each
419	Color laser copies (from disk) on 8 ½ x 11	\$0.60	Each
420	Color laser copies (from hard copies) on 8 ½ x 14	\$0.00	Each
421	Color laser copies (from disk) on 8 ½ x 14	\$0.00	Each
422	Color laser copies (from hard copies) on 11 x 17	\$0.00	Each
423	Color laser copies (from disk) on 11 x 17	\$0.00	Each
424	Black and White Transparency	\$0.00	Each
425	Color Transparency	\$0.00	Each
426	Photograph, 3 x 5 from negative	\$0.10	Each
427	Photograph, 4 x 6 from negative	\$0.10	Each
428	Photograph, 5 x 7 from negative	\$0.10	Each
429	Photograph, 8 x 10 from negative	\$0.10	Each
430	Photograph, 3 x 5 from print	\$0.10	Each
431	Photograph, 4 x 6 from print	\$0.10	Each
432	Photograph, 5 x 7 from print	\$0.10	Each
433	Photograph, 8 x 10 from print	\$0.10	Each
434	Photograph, 3 x 5 from disk	\$0.10	Each
435	Photograph, 4 x 6 from disk	\$0.10	Each
436	Photograph, 5 x 7 from disk	\$0.10	Each
437	Photograph, 8 x 10 from disk	\$0.10	Each
438	Hard copies from microfilm	\$0.10	Each
Numbering			
439	Computerize generated numbering label with alphabetic &/or Arabic characters and apply label	\$0.03	Each
440	Stamping without labels (bates or other stamp)	\$0.00	Each
Finishing Services			
441	GBC Binding	\$0.25	Each
442	Screw Post Binding	\$0.00	Each
443	ACCO Binding	\$0.25	Each
444	Velo Binding	\$0.00	Each
445	Clear Covers	\$0.05	Each
446	Cardstock Covers	\$0.05	Each
447	Pressboard Covers	\$0.75	Each
448	"Deposition" Covers (report cover with clear front, solid back)	\$0.75	Each
449	Binder, 1"	\$1.00	Each
450	Binder, 2"	\$0.00	Each
451	Binder, 3"	\$0.00	Each
452	Binder, 3.5"	\$2.00	Each
453	Binder, 4"	\$0.00	Each
454	Binder, 5"	\$0.00	Each

455	Manila Folder	\$0.00	Each
456	Pressboard Folder	\$0.75	Each
457	Redwell	\$0.75	Each
458	Manila Envelope	\$0.00	Each
459	Legal Tabs (preprinted numeric or alpha)	\$0.07	Each
460	Custom Tabs	\$0.00	Each
Exhibit Enlargements			
461	Black & White Foamboard, 30" x 40"	\$0.00	Each
462	Black & White Foamboard, 18" x 24"	\$0.00	Each
463	Black & White Foamboard, 24" x 36"	\$0.00	Each
464	Black & White Foamboard, 36" x 60"	\$5.00	Each
465	Black & White Foamboard, all other sizes (per square foot)	\$0.00	Square Foot
466	Black & White Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
467	Black & White Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
468	Black & White Foamboard Photographic Enlargements (from negative), 24" x 36"	\$5.00	Each
469	Black & White Foamboard Photographic Enlargements (from negative), 36" x 60"	\$0.00	Each
470	Black & White Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
471	Black & White Foamboard Photographic Enlargements (from print), 30" x 40"	\$5.00	Each
472	Black & White Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
473	Black & White Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
474	Black & White Foamboard Photographic Enlargements (from print), 36" x 60"	\$0.00	Each
475	Black & White Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot
476	Color Foamboard, 30" x 40"	\$0.00	Each
477	Color Foamboard, 18" x 24"	\$0.00	Each
478	Color Foamboard, 24" x 36"	\$0.00	Each
479	Color Foamboard, 36" x 60"	\$5.00	Each
480	Color Foamboard, all other sizes (per square foot)	\$0.00	Each
481	Color Foamboard Photographic Enlargements (from negative), 30" x 40"	\$0.00	Each
482	Color Foamboard Photographic Enlargements (from negative), 18" x 24"	\$0.00	Each
483	Color Foamboard Photographic Enlargements (from negative), 24" x 36"	\$0.00	Each
484	Color Foamboard Photographic Enlargements (from negative), 36" x 60"	\$5.00	Each
485	Color Foamboard Photographic Enlargements (from negative), all other sizes (per square foot)	\$0.00	Square Foot
486	Color Foamboard Photographic Enlargements (from print), 30" x 40"	\$0.00	Each
487	Color Foamboard Photographic Enlargements (from print), 18" x 24"	\$0.00	Each
488	Color Foamboard Photographic Enlargements (from print), 24" x 36"	\$0.00	Each
489	Color Foamboard Photographic Enlargements (from print), 36" x 60"	\$5.00	Each
490	Color Foamboard Photographic Enlargements (from print), all other sizes (per square foot)	\$0.00	Square Foot

Electronic Media Duplication			
491	Real-time tape transfer from micro to regular audio tape	\$2.00	Tape
492	Audio Cassette duplication (15 minute/per side tapes)	\$2.00	Tape
493	Audio Cassette duplication (30 minute/per side tapes)	\$0.00	Tape
494	Audio Cassette duplication (45 minute/per side tapes)	\$0.00	Tape
495	Audio Cassette duplication (60 minute/per side tapes)	\$0.00	Tape
496	Video tape duplication (VHS) (30 minute)	\$2.00	Tape
497	Video tape duplication (VHS) (60 minute)	\$0.00	Tape
498	Video tape duplication (VHS) (90 minute)	\$0.00	Tape
499	Video tape duplication (VHS) (120 minute)	\$0.00	Tape
500	Video tape duplication (VHS) (160 minute)	\$0.00	Tape
501	Video tape duplication (VHS) (180 minute)	\$0.00	Tape
502	Computer Diskette Copying	\$0.00	Diskette
503	CD Rom Copying	\$2.00	CD
504	Zip Disk Copying	\$0.00	Diskette
Scan Images with OCR			
505	Scan Images with OCR	\$0.05	Each

ATTACHMENT A



CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Discovery Services of Texas (Contractor/Subcontractor) \$ 143,351.40 (Amount of Contract)

Contractor Address: 4201 Caroline

Project No.: [GFS/CIP/AIP/File No.] L22829

Project Name: [Legal Project Name] Legal Duplication + Litigation Support Services for the Legal Department

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

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

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

Silvia Maldonado (Signature) DATE 5-12-2007
CONTRACTOR (Signature) DATE
Silvia Maldonado - President
NAME AND TITLE (Print or type)



ATTACHMENT C
Pay or Play Program
Contractor/Subcontractor Waiver Request

If a waiver of the Pay or Play Program requirements is requested, the City of Houston contracting department shall submit this Waiver Request form to the City of Houston Affirmative Action and Contract Compliance Division along with any supporting documentation. A waiver, if granted, shall be effective for the duration of the contract. In the event of renewal or renegotiation of the contract, subsequent waivers may be requested and either granted or denied.

Department: _____ Date Submitted: _____

Contact Name: _____ Phone: _____

Contractor/Subcontractor Name: _____ Vendor No.: _____

Contract No./Description: _____

Contract/Subcontract Amount: \$ _____

This contract or subcontract is appropriate for a waiver based on the following: *(Check the appropriate box.)*

- Sole Source.** The contractor or subcontractor is the sole source of the service or material at issue.
- Emergency.** The contract or subcontract is a response to an emergency that endangers public health or safety.
- Essential.** No other qualified responsive bidders comply with the requirements of the Pay or Play Ordinance and the contract or subcontract is for a service or project that is essential to the City or public.
- Adverse Impact.** Compliance with the Pay or Play Program would cause an unreasonably adverse impact on the City's ability to obtain services or an unreasonably adverse financial impact on the City.
- Bulk Purchasing.** The services to be purchased are available under a bulk purchasing agreement with a federal, state, or local government entity.
- Intergovernmental/Interlocal Agreement/Purchasing Cooperative**

Department Signature:

Request submitted by department head or authorized representative:

Signature

Print Name

City of Houston Affirmative Action and Contract Compliance Use Only

Action: [] Approved [] Disapproved

Signature: _____ Date: _____

Print Name: _____

