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2018-0891

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

AGREEMENT FOR PREPRESS, PRINTING, AND BINDERY SERVICES

ARTICLE 1. PARTIES

THIS AGREEMENT FOR PREPRESS, PRINTING, AND BINDERY SERVICES (this "Agreement") is made on the date countersigned by the City Controller between the CITY OF HOUSTON, TEXAS (the "City"), a home-rule city of the State of Texas principally situated in Harris County, and BAYSIDE PRINTING, INC. ("Contractor"), a Texas corporation doing business in Texas.

1.01 ADDRESS

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

<u>City</u>	<u>Contractor</u>
Director or Designee	Bayside Printing, Inc.
Administration and Regulatory	P.O. Box 73687
Affairs Department	Houston, Texas 77273
City of Houston	Attention: Rose Mary Bundscho
P. O. Box 1562	
Houston, Texas 77251	

The Parties agree as follows:

1.02 TABLE OF CONTENTS

1.02.1 This Agreement consists of the following sections:

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- “A” SCOPE OF SERVICES
- “B” FEES AND COSTS
- “C” DRUG POLICY COMPLIANCE AGREEMENT
- “D” CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- “E” DRUG POLICY COMPLIANCE DECLARATION

1.03 PARTS INCORPORATED

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

1.04 **CONTROLLING PARTS**

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **SIGNATURES**

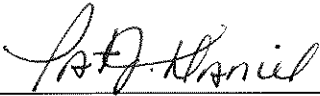
1.05.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

[SIGNATURE PAGE FOLLOWS]

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

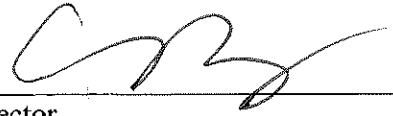
Name:
Title:

ATTEST/SEAL:



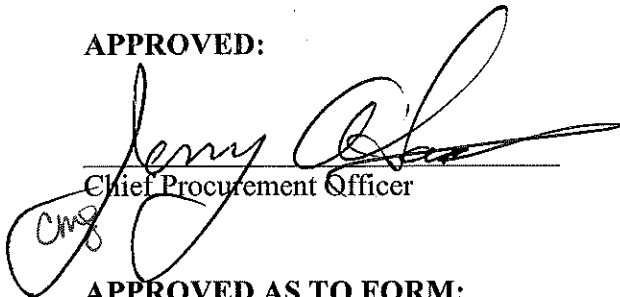
City Secretary, *Interim*

APPROVED:



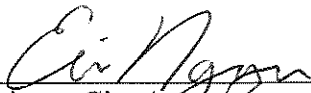
Director,
Administration and Regulatory Affairs
Department

APPROVED:



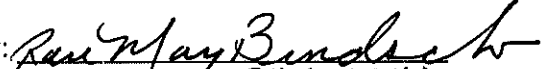
Chief Procurement Officer

APPROVED AS TO FORM:




Assistant City Attorney
L.D. File No. 0371800175001

BAYSIDE PRINTING, INC.

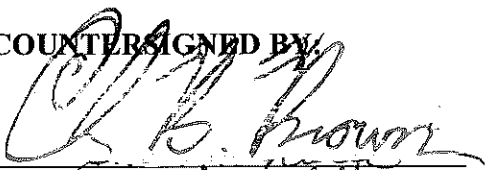
By: 
Name: ROSE MARY BUNDSCHO
Title: OWNER / PRESIDENT
Federal Tax ID Number: 1-74-1930364-5

CITY OF HOUSTON, TEXAS

Signed by:


Mayor

COUNTERSIGNED BY:



City Controller *James Bell*

COUNTERSIGNATURE DATE:

11-28-18

ARTICLE 2. DEFINITIONS

- 2.01 In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word “shall” is always mandatory and not merely permissive.
- 2.01.1 “Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
- 2.01.2 “Business Day” means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
- 2.01.3 “Chief Procurement Officer” (“CPO”) means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
- 2.01.4 “City” is defined in the preamble of this Agreement and includes its successors and permitted assigns.
- 2.01.5 “Contractor” is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.01.6 “Countersignature Date” means the date shown as the date countersigned on the signature page of this Agreement.
- 2.01.7 “Director” means the Director of the City of Houston Administration and Regulatory Affairs Department or such other person as he or she designates.
- 2.01.8 “Documents” mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
- 2.01.9 “Effective Date” means the date this Agreement is countersigned by the City Controller.
- 2.01.10 “Notice to Proceed” means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
- 2.01.11 “Party” or “Parties” means one or all of the entities set out in the Preamble who are bound by this Agreement.

ARTICLE 3. DUTIES OF CONTRACTOR

3.01 SCOPE OF SERVICES

3.01.1 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 "A".

3.02 COORDINATE PERFORMANCE

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

3.03 TIME EXTENSIONS

3.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, 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).

3.04 REPORTS

3.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

3.05 PAYMENT OF SUBCONTRACTORS

3.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through, or under Contractor in the performance of this Agreement.

3.05.2 CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

3.06 RELEASE

3.06.1 CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER

THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

3.07 INDEMNIFICATION

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

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

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

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

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

3.08 SUBCONTRACTOR'S INDEMNITY

3.08.1 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.

3.09 INDEMNIFICATION PROCEDURES

3.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving Party shall give written notice to the other Party within 30 days. The notice must include the following:

3.09.1.1 a description of the indemnification event in reasonable detail;

3.09.1.2 the basis on which indemnification may be due; and

3.09.1.3 the anticipated amount of the indemnified loss.

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

3.09.2 Defense of Claims

3.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

3.10 **INSURANCE**

3.10.1 **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for: (i) Any Auto; or (ii) All Owned, Hired, and Non-Owned Autos
Professional Liability (if applicable)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

3.10.2 **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay: (i) all premiums; and (ii) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all

subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

3.10.3 Form of insurance. The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall: (i) have a Certificate of Authority to transact insurance business in Texas; or (ii) 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 Best's Key Rating Guide.

3.10.4 Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

3.10.5 Notice. **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

3.10.6 **Other Insurance.** If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.11 **WARRANTIES**

3.11.1 Contractor 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.

3.12 **CONFIDENTIALITY**

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

3.13 **USE OF WORK PRODUCTS**

3.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

3.13.2 Contractor warrants that it owns the copyright to the Documents.

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

3.14 **LICENSES AND PERMITS**

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

3.15 **COMPLIANCE WITH LAWS**

3.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

3.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

3.16.1 Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in in Section 15-17 of the Code of Ordinances.

3.17 **MWBE COMPLIANCE**

3.17.1 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 **11%** 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 Office of Business Opportunities ("OBO") and will comply with them.

3.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE subcontractor] shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director (the "Director").

[Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform: (i) audits of the books and records of the subcontractor; and (ii) 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 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.

Within five Business Days of execution of this subcontract, 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.

Any controversy between the Parties involving the construction or application of

any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

3.18 **DRUG ABUSE DETECTION AND DETERRENCE**

- 3.18.1 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 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 3.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 3.18.2.1 a copy of its drug-free workplace policy;
 - 3.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C", together with a written designation of all safety impact positions; and
 - 3.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".
- 3.18.3 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 "E". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 3.18.4 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.
- 3.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

3.19 **CONFLICTS OF INTEREST**

3.19.1 If an actual or potential conflict arises between the City's interests and the interests of other clients Contractor represents, Contractor shall immediately notify the Director by fax transmission or telephone. If the Director consents to Contractor's continued representation of the other clients, he or she shall notify Contractor in writing. If the Director does not issue written consent within 3 business days after receipt of Contractor's notice, Contractor shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

3.20 **PAY OR PLAY**

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

3.21 **CONTRACTOR'S PERFORMANCE**

3.21.1 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

3.22 **ADDITIONS AND DELETIONS**

3.22.1 Additional Products and Services. Subject to the allocation of funds, the Director or CPO may add similar equipment, supplies, services, or locations, within the scope of this Agreement, to the list of equipment, supplies, services, or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the Director or CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services, or locations are not identical to the items(s) already under this Agreement, the charges therefor will then be Contractor's normal and customary charges or rates for the equipment, supplies, services, or locations classified in the Fees and Costs (Exhibit "B").

3.22.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director or CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

3.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

3.22.3.1 The additions are exempt from the competitive bidding or proposal requirements set forth in Tex. Local Govt. Code Chapter 252; or

3.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

3.23 **CHANGES**

3.23.1 At any time during the Agreement Term, the Director or CPO 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.

3.23.2 The CPO or Director will issue the Change Order in substantially the following form:

<u>CHANGE ORDER</u>	
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 CPO or Director]

- 3.23.3 The CPO or Director may issue more than one Change Order, subject to the following limitations:
- 3.23.3.1 The City Council expressly authorizes the CPO or Director to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 3.23.3.2 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.
 - 3.23.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 3.23.4 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 CPO's or Director's decision regarding a time extension is final.
- 3.23.5 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.
- 3.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

3.24 **ENVIRONMENTAL LAWS**

- 3.24.1 Contractor shall comply with all rules, regulations, statutes, and orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (the "Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws.
- 3.24.2 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 Laws. "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.

3.25 **ANTI-BOYCOTT OF ISRAEL**

3.25.1 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

3.26 **ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

3.26.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

ARTICLE 4. DUTIES OF CITY

4.01 **PAYMENT TERMS**

4.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "A" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "B". The fees must only be paid from Allocated Funds as provided below.

4.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Contractor as follows:

Payment Time - 10 Days: 2% Discount
Payment Time - 20 Days: 1% Discount

4.01.3 If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following Business Day.

4.02 **TAXES**

4.02.1 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.

4.03 **METHOD OF PAYMENT**

4.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 30 days of the receipt and approval by the City of such invoices. If the City disputes any item 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 any 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.

4.04 **LIMIT OF APPROPRIATION**

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

4.04.2 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 **\$650,000.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

4.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued 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 Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

4.04.2.2 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.

4.05 ACCESS TO SITE

4.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

4.06 ACCESS TO DATA

4.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

4.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

4.06.3 For any raw data created, assembled, used, maintained, collected, or stored by

Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both Parties at no additional cost to the City.

ARTICLE 5. TERM AND TERMINATION

5.01 AGREEMENT TERM

5.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect three (3) years, unless sooner terminated under this Agreement (the "Initial Term").

5.02 NOTICE TO PROCEED

5.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

5.03 RENEWALS

5.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive 1-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he or she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

5.04 TERMINATION FOR CONVENIENCE BY CITY

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

5.04.2 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 this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

5.04.3 **TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT.**

CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.05 TERMINATION FOR CAUSE BY CITY

5.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity 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 that exist now or in the future. Default by Contractor occurs if:

5.05.1.1 Contractor fails to perform any of its material duties under this Agreement;

5.05.1.2 Contractor becomes insolvent;

5.05.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

5.05.1.4 a receiver or trustee is appointed for Contractor.

5.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

5.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. 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.

5.06 TERMINATION FOR CAUSE BY CONTRACTOR

5.06.1 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. The date must be at least 30 days after the Director receives the 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

5.07 **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

5.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This 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.

ARTICLE 6. MISCELLANEOUS

6.01 **INDEPENDENT CONTRACTOR**

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

6.02 **FORCE MAJEURE**

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

6.02.2 This relief is not applicable unless the affected Party does the following:

6.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

6.02.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

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

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

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

6.03 **SEVERABILITY**

6.03.1 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.

6.04 **ENTIRE AGREEMENT**

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

6.05 **WRITTEN AMENDMENT**

6.05.1 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 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.

6.06 **APPLICABLE LAWS**

6.06.1 This Agreement is subject to the laws of the State of Texas, the City Charter and

Code of Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

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

6.07 **NOTICES**

6.07.1 All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

6.08 **CAPTIONS**

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

6.09 **NON-WAIVER**

6.09.1 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.

6.09.2 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.

6.10 **INSPECTIONS AND AUDITS**

6.10.1 City representatives may perform, or have performed: (i) audits of Contractor's books and records; and (ii) 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 three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

6.11 **ENFORCEMENT**

6.11.1 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.

6.12 **AMBIGUITIES**

6.12.1 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.

6.13 **SURVIVAL**

6.13.1 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.

6.14 **PUBLICITY**

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

6.15 **PARTIES IN INTEREST**

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

6.16 **SUCCESSORS AND ASSIGNS**

6.16.1 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.

6.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

6.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business &

Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO 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.

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

6.18 **REMEDIES CUMULATIVE**

6.18.1 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 that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

6.19 **CONTRACTOR DEBT**

6.19.1 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, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

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EXHIBIT "A"

SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

1.1 Contractor shall provide the City with the following:

- 1.1.1 Prepress services, which shall include but are not limited to providing layout, typesetting, and negative and/or plate from camera-ready or custom-designed artwork;
- 1.1.2 Printing services, which shall include the copying, imaging, scanning, lithographic printing, offset printing (including spot color and 4-color process), business cards, letterheads, envelopes, newsletters, promotional items, invitations, brochures, wide-format printing, and any other printing job required by the Director or the designated City personnel;
- 1.1.3 Bindery services, which shall include cutting, folding, collating, die cutting, perforating, scoring, and numbering;
- 1.1.4 Fee-based services, which shall include database management and administration, records management, large format printing (e.g., banners or signs), signage, graphic design, microfilming, variable data printing, DVD/CD duplication, and fulfillment and U.S. mail services;
- 1.1.5 Imaging services, which shall include but are not limited to document preparation, scanning, file conversion (e.g., OCR, ICR, TIFF, PDF), coding, indexing, digitizing, quality control, and transferring of data to digital media and/or film;
- 1.1.6 Administrative services, including account management, marketing, customer training and education, client consultation, customer service, scheduling and coordination of outsourced and/or contracted printing;
- 1.1.7 Where applicable and requested by the Director or a designated City personnel, provide recommendations on solutions that are tailored to meet the needs of a particular order; and
- 1.1.8 An online portal to enable City personnel to transfer files electronically and conduct online proofing.

2.0 PRINTING PROCEDURE

- 2.1 The Director may designate the appropriate City personnel from each City department to make orders and receive products.
- 2.2 Contractor shall notify the designated City personnel of any order that Contractor estimates would take longer than three weeks to complete.
- 2.3 Contractor shall receive print orders electronically, such as by email, from various City departments.
- 2.4 The Director may provide to Contractor camera-ready artwork, original artwork, or media-storage device or disc. Upon receiving authorization from the appropriate designee of a City department, Contractor shall promptly process each print order.
- 2.5 Upon the request from the Director, Contractor shall return any artwork, media-storage device or disc, or other item provided to Contractor from the City. Within 30 days of the expiration or termination of this Agreement, Contractor shall provide to the Director all electronic or hard copy version of files Contractor has created for the City.
- 2.6 At Contractor's own expense, Contractor shall replace any negatives that are not complete and in reasonably good condition upon returning such negatives to the City.
- 2.7 **Prepress proofing.**
 - 2.7.1 Contractor shall submit prepress proofs along with the original for the review and approval of the designated City personnel who placed the order.
 - 2.7.2 Contractor shall obtain written approval by the designated City personnel before fulfilling each print order.
 - 2.7.3 Contractor shall not process each print order until Contractor has obtained corrected proofs along with an approval form that states whether the copy is "OK", "OK with corrections," or "Revised Proof Required" and has received the master set from the appropriate designated City personnel.
- 2.8 **Press proofs.**
 - 2.8.1 Upon receiving a written request by a designated City personnel, Contractor shall provide press proofs to the designated City personnel. The designated City personnel will be present at the printing press to perform an inspection of the press sheet prior to printing.
 - 2.8.2 For press time lost due to new alterations or corrections, Contractor may invoice the City only at Contractor's current rates for such time.

2.9 Substrates.

- 2.9.1 Contractor shall recommend to the designated City personnel placing a print or copy order of paper products from Contractor's inventory of house brands to enable the City to take advantage of savings from reduced costs.
- 2.9.2 Contractor shall advise designated City personnel placing orders of special paper for a project about any additional time that may be required for Contractor to complete the order based on the availability of paper from local suppliers.
- 2.9.3 Contractor shall obtain approval by the designated City personnel before substituting a comparable house brand due to the requested type of paper not being in stock in time for Contractor to meet a deadline.

2.10 Numbering.

- 2.10.1 Where a print order requires numbering, the designated City personnel will specify the beginning number(s) and ending number(s) and the color in which the numbers must be printed by Contractor. Contractor shall accept a combination of letters or numerals or both.
- 2.10.2 Where a print order requires numbering, Contractor shall package such print orders in numerical sequence, clearly mark on the label the beginning number and ending number contained in each package, and ensure the numbers printed match the numbers requested in the City's print order. The City may reject all packages that are missing numbers. Contractor shall provide delivery tickets and invoices with the beginning number and ending number for the print order clearly visible.

2.11 Overages and shortages.

- 2.11.1 When there is a cost underrun, Contractor shall bill the City for the actual quantity of printed materials delivered to the City. Contractor shall not bill the City, and the City will not pay, for any overage on any print order.

2.12 Packaging.

- 2.12.1 Contractor shall package printed materials in corrugated cartons, or other appropriate material, that weigh no more than 40 pounds per carton.
- 2.12.2 Contractor shall secure each print order by box, strap, shrink-wrap or rubber band.

2.12.3 Contractor shall clearly label each carton with the print request number, content, and quantity.

2.12.4 Contractor shall deliver 10 samples of each print order job to the designated City personnel.

2.13 Delivery charges and acceptance.

2.13.1 Contractor shall be responsible for delivery costs.

2.13.2 The City will accept deliveries during business hours on a Business Day.

2.13.3 For the City's request for any rush or special orders, Contractor shall provide for the City's review and approval of a written quote. No order will be made and no payment will be provided by the City unless the City has provided written acceptance of Contractor's price quote for each rush or special order.

2.14 Other services. A City department may place an order for the following services by a designated City personnel sending a written request for a price quote and delivery time from Contractor. No order will be made and no payment will be provided by the City unless the City has provided written acceptance of Contractor's price quote and delivery time.

2.14.1 Electronic imaging;

2.14.2 Document imaging;

2.14.3 Variable data (e.g., a mass mailing where each copy of a document contains personalized information, such as the recipient's name);

2.14.4 Large format printing;

2.14.5 Banner or signage;

2.14.6 Fulfillment (e.g., Contractor shall store the printed material and delivers to the partial orders to the City on an as-needed basis);

2.14.7 Postal services (e.g., Contractor shall print address labels, bundle printed material by zip code, and provide delivery services);

2.14.8 Graphic design services; or

2.14.9 Other related services.

3.0 STANDARDS AND PRODUCTION TIMES

- 3.1 Contractor shall provide the following three standards of printing quality at the production times stated herein:
 - 3.1.1 Basic Quality Printing using flat ink colors for standard materials that provides photographs that are recognizable but may lack some details of the originals. Contractor shall use Basic Quality Printing to print items that include but are not limited to City forms, continuous feed forms, NCR forms, business cards, and quick copy services. Production time shall be 3-5 days for routine orders and 2 days for expedited orders.
 - 3.1.2 Good Quality Printing that exhibits strong colors on standard materials, in which color photos are reproduced in color and black-and-white photographs have sharp resolution. Contractor shall use Good Quality Printing to print items that include but are not limited to City newsletters, directories and color forms. Production time shall be 5-7 days for routine orders and 3 days for expedited orders.
 - 3.1.3 Premium Quality Printing, or high-resolution printing, with any halftones printed at 175 to 300 line screens, for high-grade materials, sharp black-and-white photographs, and color photographs that match the transparencies. Contractor shall use Premium Quality Printing to print items that include but are not limited to City brochures, special event notices, invitations and annual reports. Production time shall be 7-10 days for routine orders and 5 days for expedited orders.

EXHIBIT "B"**FEE RATES**

Pre-press / graphic services	\$80.00 per hour
Storefront on-line ordering site	No cost
Basic-Digimaster Press 1/1 (Click charge)	\$0.09 Per side of a 11x17 sheet
Good-Digital Press 4/4 (Click charge)	\$0.18 Per side of a 12x18 sheet
Premium-40" Offset Press (Large) 6 color Set up	\$505.80
Premium-29" Offset Press (Medium) 6 color Set up	\$421.88
Premium-14" Offset Press (Small) 4 color Set up	\$337.50
Per Hour run time of offset presses	\$337.50 per hour
Bindery set up fees – Folder / stitching	\$73.13
Bindery set up fees – Die cutting / scoring	\$55.88
Per Hour run time in Bindery	\$146.25 per hour

Printed Ad Type	Size	# of Issues	Cost	
Quarterly Newsletter, Title: City Savvy, 12-Page, four-color process, 100# Gloss Book (House Stock OK), Bleeds: Yes, Provided by the City in PDF on a Flash Drive, Finishing: Folds to 11"X17", then 11"X8.5"	Page Size: 11" X 17" Flat Size: 22" X 17"	Four Times per Year, Quarterly 7,000 (varies)	\$	per issue 7,000 QTY \$4744.50
Annual Booklet, 64-Page including Cover, 4-Page Cover, two-color process, Stock Pages: 60# book (House Stock OK), Stock Cover: 80# Gloss Cover (House Stock OK), Bleeds: No, Colors: 1 PMS plus Black, Finishing: Fold, Collate and Stitch, Provided by the City in PDF on a Flash Drive	Page Size: 8.5" X 11" Flat Size: 11" X 17" Finished Size: 8.5" X 11"	Annually, Quantities of 1,000 to 5,000	\$	per issue 1,000 QTY \$2230.00 2,000 QTY \$3174.00 3,000 QTY \$4132.00 4,000 QTY \$5066.00 5,000 QTY \$5950.00
Annual Booklet, 16-Page Self Cover, one-color process, Stock Pages: 60# Book (House Stock OK), Cover: N/A, Bleeds: No, Color: Black, Finishing: Fold, Collate and Stitch; Provided by the City in PDF on a Flash Drive	Page Size: 8.5" X 11" Flat Size: 11" X 17" Finished Size: 8.5" X 11"	Annually, Quantities of 10,000, 20,000 and 50,000	\$	per issue 10,000 QTY \$2486.00 20,000 QTY \$4239.00 50,000 QTY \$9492.00
Quarterly Brochure, Title: Pension Press, 8-Pages, four-color process, Stock Pages: 100# Gloss Book (House Stock OK), Bleeds: Yes, Cover: N/A, Finishing: Fold and Stitch, Provided by the City in PDF on a Flash Drive	Page Size: 8.5" X 11" Flat Size: 11" X 17" Finished Size: 8.5" X 11"	Quarterly, Quantities of 5,000, 10,000 and 25,000	\$	per issue 5,000 QTY \$1946.00 10,000 QTY \$2864.00 25,000 QTY \$5711.00
Annual 6-Page, Trifold Brochure, Title: SWM Tree Waste Brochure, four-color process, Stock Pages: 100# Gloss Book (House Stock OK), Bleeds: Yes, Cover: N/A, Stock Cover: N/A, Finishing: Trim and Fold, Provided by the City in PDF on a Flash Drive	Page Size: 3.6" X 8.5" Flat Size: 8.5" X 11" Finished Size: Tri-folded to 3.6" X 8.5"	Annually, Quantities of 5,000, 10,000 and 25,000	\$	per issue 5,000 QTY \$940.00 10,000 QTY \$1250.00 25,000 QTY \$2070.00

Annual 6-Page, Tri-folded, two-color process, Cover: N/A, Colors: 1 PMS Plus K/Same, Bleeds: No, Stock Pages: 60# Book, Stock Cover: N/A, Finishing: Trim and Fold, Provided by the City in PDF on a Flash Drive	Page Size: 3.6" X 8.5" Flat Size: 8.5" X 11" Finished Size" Tri-Folded to 3.6" X 8.5"	Annually, Quantities of 5,000, 10,000 and 25,000	\$ per issue 5,000 QTY \$673.00 10,000 QTY \$874.00 25,000 QTY \$1536.00
Envelope, 1 PMS Color, Bleeds: No, Stock Page: 20# Bond or 50# Offset or Equal, Stock Cover: N/A, Finishing N/A, Provided by the City in PDF on a Flash Drive	Page Size: #10 Flat Size: #10 Finished Size: #10	Annually, Quantities of 5,000, 10,000 and 25,000	\$ per envelope 5,000 QTY \$455.00 10,000 QTY \$687.00 25,000 QTY \$1327.00
Annual, Form, 3-Part NCR, Colors: Black/0, Bleeds: No, Finishing: Padded, Cover: N/A, Provided by the City in PDF on a Flash Drive	Page Size: 8.5" X 11" Flat Size: 8.5" X 11" Finished Size: 8.5" X 11"	Annually, Quantities of 5,000, 10,000 and 25,000	\$ per box 5,000 QTY \$752.00 10,000 QTY \$1261.00 25,000 QTY \$2695.00
Business Cards (2/1), Pages: 2-Sided, Colors: 2 PMS/1PMS (PMS is Same as Side 1), Bleeds: No, Stock Pages: N/A, Stock Cover: 80# Uncoated Cover, Note: 1 PMS is Same as 1 Color Card, Provided by the City in PDF on a Flash Drive	Finished Size: Standard Finishing: Trim	Box of 500 Approximately 200 Names per Month	\$ per box 500 QTY \$35.00
Business Cards, 1-Color, Color: 1-PMS, Bleeds: No, Stock Cover: 80# Uncoated Cover, Note: PMS is the Same as 2-Color Card and 2/1 Card, Provided by the City in PDF on a Flash Drive	Finished Size: Standard Finishing: Trim	Box of 500 Approximately 150 Names per Month	\$ per box 500 QTY \$30.00

Contractor shall charge for costs of paper or supplies at a mark-up of no more than 15 percent. Where the City provides a written request for a rush order, Contractor shall not charge an additional fee of more than 10 percent and the City shall not pay any additional fee unless the City has approved such fee in writing. Unless otherwise instructed, Contractor shall cause delivery to be made to the following location:

City of Houston
611 Walker Street
Houston, Texas 77002

EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

I, Rose Mary Bundscho, Owner / President
(Name) (Title)

as an owner or officer of Bayside Printing, 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.

10/12/18
Date

Rose Mary Bundscho
Contractor Name

Rose Mary Bundscho
Signature

Owner / President
Title

EXHIBIT "D"

CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS

IN PERFORMANCE OF A CITY CONTRACT

I, Rose Mary Bundscho, Owner / President,
(Name) (Title)

as an owner or officer of Bayside Printing, Inc. (Contractor)
(Name of Company)

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

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

10/12/18
(Date)

Rose Mary Bundscho
(Typed or Printed Name)

Rose Mary Bundscho
(Signature)

Owner / President
(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, Rose Mary Bundscho, Owner/President as an owner or officer of Bayside Printing, Inc. (Contractor)
(Name) (Print/Type) (Title) (Name of Company)
have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from June to Jan., 2019.

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

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

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

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

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

Table with 4 columns: Random, Reasonable Suspicion, Post Accident, Total. Rows: Number Employees Tested, Number Employees Positive, Percent Employees Positive.

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

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

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

10/12/18
(Date)

Rose Mary Bundscho
(Typed or Printed Name)

Rose Mary Bundscho
(Signature)

Owner / President
(Title)