

ATI96IMS

TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ACCELERATED
TECHNOLOGIES, INCORPORATED

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PURCHASING
OF LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) SOFTWARE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1996

EXPIRATION DATE: WHEN REPLACED

DESTRUCTION DATE: 6 YEARS AFTER SYSTEM REPLACED

April 3, 1996

TO: Mark Achen, Jim Shanks
FROM: Eileen List, Lab Supt.

Attached is the final contract between Accelerated Technologies, Inc. and the City for the purchase of Laboratory Information Management System (LIMS) software. Your signatures are needed on the last two pages for contract approval.

The LIMS is scheduled to be installed the first week in May. Please give me a call at x1490 if you have any questions.

Mark: would you please
sign the attached
contract. It's been approved
by City Council & reviewed
by John Shaver.
Mark J.

THIS AGREEMENT is made and entered into as of this 31 day of March, 1996, by and between,

ACCELERATED TECHNOLOGY LABORATORIES INC., a company duly incorporated pursuant to the laws of the State of California and having its principal office at 940 Emmett Avenue, Suite 12, Belmont, CA 94002 (hereinafter referred to as "ATL") and the CITY OF GRAND JUNCTION, a municipal corporation formed and existing under the laws of the State of Colorado and having its administrative offices at 250 North 5th Street, Grand Junction, Colorado 81501 (hereinafter referred to as "CITY");

WHEREAS, ATL is the licensor with the right to license its programs and laboratory information management systems, all as more particularly described herein, and

WHEREAS, the City requires the special services of ATL, and

WHEREAS, ATL possesses special skills, expertise and competency,

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, to be performed by the respective parties hereto, the parties do covenant and agree with each other as follows:

1. ATL hereby grants a nontransferable, non-exclusive license to the CITY to use the licensed programs and management systems in its operations. This Agreement shall apply to the license of the proprietary computer software product(s) specified herein. For purposes of this Agreement, the term "PRODUCT" also known as "LIMS" shall mean that specific proprietary computer software product (including programs, documentation, source codes and any subsequent updates, support and services) specified as follows:

Sample Master Laboratory Information Management System also known as (LIMS) computer software version 3.0 including Electronic Data Entry, QA/QC and Sample Scheduling modules; on-site installation and training and related travel expenses; maintenance contract.

2. It is understood and agreed that this Agreement shall remain in effect as a perpetual lease from the date on which it is executed by the parties hereto unless terminated for noncompliance with the terms and conditions hereof. The terms, conditions and provisions hereof contained in paragraphs 4, 5, 8 and 10 shall survive the termination of this Agreement.

3. It is understood and agreed that upon execution of this agreement, the CITY shall pay to ATL the sum, as detailed in Appendix "COMPENSATION" attached hereto, by check or certified funds, in respect of the grant of license rights hereunder.

4. The CITY shall be entitled to use the PRODUCT in connection with all its operations, but it is expressly understood and agreed that the CITY shall not sell, lease, market or otherwise make

available in any manner, such licensed programs, management systems and/or any aspect of the PRODUCT to any other person, entity or operation without the prior written consent of ATL and in the event the CITY does so sell, lease or otherwise make available in any manner the licensed programs, management systems and/or any aspect of the PRODUCT, ATL may terminate this agreement.

5. The CITY is hereby authorized to use the licensed programs and/or management systems, and any and all benefits of and incidental to the PRODUCT, in machine readable form on its computer equipment or such other data reading or processing equipment as it uses in the course of its operations. The CITY shall not have the right to use, print or copy the licensed programs or such other materials as are supplied hereunder except as reasonably required for backup and/or for reasonable operation requirements. All forms, charts, schematics, studies, reports and specifications generated by, with or from the PRODUCT are and shall be the sole property of the CITY. ATL shall have no proprietary rights in any such document(s).

6. The completion date for installation of the PRODUCT will be as specified by ATL, but in any event shall not be longer than 60 days from the date of this agreement. If technical problems with the installation of a data transmission telephone line at a remote site preclude installation of the PRODUCT within 60 days, the parties expressly understand and agree that the installation deadline shall be extended upon mutual agreement of the parties. Extension of the installation deadline due to the unavailability of the data line shall not cause any penalty to be imposed or levied against ATL or the CITY nor shall such event be deemed a breach of this Agreement.

7. The CITY will take appropriate action by instruction, agreement or otherwise with any persons permitted access to the PRODUCT and associated materials, so as to enable the CITY to satisfy its obligations under this agreement.

8. All copies of licensed programs made by the CITY are the property of ATL. The CITY will reproduce and include the copyright notice on any such copies in accordance with reasonable copyright instructions as may be provided to the CITY by ATL. All copyright, patent, trade secret and other intellectual and proprietary rights in the PRODUCT are and remain the property of ATL. In order to prevent unauthorized use ATL may install such security devices as they deem necessary.

9. The PRODUCT and related material supplied hereunder are supplied with a 12 month technical support service including telephone support, enhancements and upgrades. The service period shall begin on the first working day following completion of installation and training and shall be confirmed in writing by ATL. ATL agrees to repair or replace at no charge during the first ninety (90) days elements of the licensed programs and/or management

systems and/or any or all elements of the PRODUCT which do not perform according to the written documentation, specifications and representations made by ATL, including but not necessarily limited to all oral and written representations made by ATL agents or employees.

10. If either party shall be in default of its obligation under this Agreement and such default continues for 30 days after written notice thereof by the other party, this Agreement may be terminated by such other party. Upon termination the CITY shall deliver to ATL the licensed programs and management system together with all copies, materials and reproductions thereof held by the City. Furthermore, the CITY shall warrant in writing that all copies of the foregoing have been returned to ATL or destroyed.

11. The PRODUCT will be used by the CITY to process or analyze data collected by the CITY for the CITY'S purposes. The output from the PRODUCT may be provided to a third party, including but not necessarily limited to local, state or federal health or environmental agencies, and local, state or federal government(s) having jurisdiction over concurrent with the CITY. The CITY shall receive the current version of Sample Master LIMS (also referred to as the PRODUCT or LIMS) together with any and all update(s) to version 3.0 laboratory information management and analytical software issued during the succeeding eighteen months from the date of this agreement. All software shall be machine readable program and shall perform as described in each and every paragraph as follows:

The LIMS must be a user-friendly, WINDOWS based product employing enhanced Structured Query Language capability and a true relational database which supports Object Linking and Embedding, Dynamic Data Exchange and Open Database Connectivity.

The LIMS must offer a high degree of flexibility and user-defined functionality to allow the end user to determine and easily customize everything from sample login and data entry to report generation without altering the basic software programming.

The LIMS must be adaptable to the City's Novell WAN and LAN (4-5 node) network and utilize a client/server configuration.

The LIMS software must be compatible with a minimum of IBM compatible 486/33 DX or greater PC's and especially with Pentium/75 mh grade PC's.

The LIMS must allow direct import and export to and from spreadsheets and word processors and interface seamlessly with Oracle and other third party packages including word processors, spreadsheets, report writers and quality control packages.

The LIMS must provide strong Ad Hoc Querying support for data manipulation and report generation.

The LIMS must provide Archiving support for analysis of historical data.

The LIMS must conform to Good Laboratory Practices and Good Automated Laboratory Practices specifications.

The LIMS must have manual and automatic, single sample and batch functionality in the areas of sample tracking, data entry, sample scheduling, QA/QC monitoring, electronic data transfer and custom report generation.

The LIMS must provide security password protection and system security capabilities for quality assurance and quality control purposes and allow assignment of authorization privileges for individual applications.

The LIMS must provide validation and verification for all data and information entered into the system to ensure data integrity and documented evidence of accuracy and a high level of quality assurance.

The LIMS must provide adequate Chain of Custody, audit trails, exception logs, and transaction logs of all data and samples.

The LIMS must provide information about barcoding and instrument interfacing for future utility in these areas. The LIMS must flag out-of-tolerance data, perform quality control functions such as calculating averages, warning limits, control limits, and standard deviations and other statistical functions.

The LIMS must graphically produce various control charts with standard, spike, and duplicate control charts as a minimum. The LIMS must also be able to graph control chart trends.

The LIMS must provide for the creation of standard sampling and testing protocols to eliminate the need to re-enter sample locations, schedules and test parameters for each sampling event.

The LIMS must provide for user-defined determinations in mathematical concepts, such as, significant figures, rounding, result handling of values less than detection and averaging of values less than detection.

The LIMS must provide an automatic roll back function for data transactions interrupted by power outages, power surges, etc.

The LIMS software must be easily configured by laboratory staff with minimal training and be easy to use by laboratory staff.

ATL shall install all software on the CITY's equipment, including configuration into ORACLE database. ATL shall conduct one initial training session for designated CITY staff. ATL shall provide problem reporting and problem solving procedures for remedying errors, deficiencies, and similar related problems (also referred to as "bugs") reported to ATL by the CITY. Upon written or telephonic notification by the CITY, ATL shall make every reasonable effort to correct the "bug", first with a temporary repair ("patch") and then with a permanent repair by way of updated, corrected software.

12. No warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose shall apply unless such warranty is in writing and signed by both parties. In the event of any breach or default on the part of ATL in connection with the capability of the licensed programs and/or management system, as would otherwise entitle the CITY to damages and/or to be discharged or released herefrom, by law, the parties having specifically considered the matter expressly agree that ATL's liability shall be limited to the amount paid by the CITY to ATL pursuant to this agreement. ATL shall have no further liability for damages of any nature, whatsoever, whether direct, special, indirect, consequential or otherwise. The CITY agrees that because of the unique nature of the PRODUCT, irreparable harm will be caused by a breach by the CITY of its obligations hereunder, that monetary damages will be inadequate to compensate for such harm, and that injunctive relief will be an appropriate remedy to enforce this agreement.

13. The CITY hereby expressly agrees with respect to the PRODUCT that it assumes responsibility for the program selection, use and the results obtained therefrom, and furthermore assumes responsibility for the condition of and effectiveness of the operating equipment in which the PRODUCT is to function.

14. The parties agree not to assign, pledge or transfer their duties, rights and obligations in this agreement, in whole or in part.

15. This agreement and other documents included by reference constitutes the complete and exclusive statement of the agreement between the CITY and ATL. All previous negotiations, commitments and writings, representations and statements made by ATL shall be binding upon ATL as if referenced or contained herein.

16. ATL agrees to indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents of the CITY and shall indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the ATL's negligent performance of this agreement or its entry of CITY owned

property upon which the work under this agreement is performed and including acts and omissions of ATL's officers, employees, representatives and subcontractors. ATL's obligation to indemnify or hold harmless the CITY, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting from the negligence of the CITY's officers, agents and employees.

17. ATL further agrees to secure and deliver to the CITY, at the time of execution of this agreement and to keep in force at all times during this agreement, a general liability policy covering all of ATL's operations hereunder with a minimum combined single limit amount of one million (\$1,000,000.00) dollars for each occurrence with a deductible of not more than \$5,000. ATL shall provide the CITY with a certificate evidencing the existence of the insurance required above. The certificate of insurance shall contain valid provisions or endorsements stating, "The insurance coverage under this policy will not be canceled or otherwise terminated without first giving thirty days prior written notice to the CITY at 250 North 5th Street, Grand Junction, Colorado 81501, sent by certified mail, return receipt requested." The general liability policy shall contain a valid provision or endorsement stating that it includes blanket contractual liability coverage and business automobile liability coverage and that the coverage afforded the City as an additional insured shall be primary coverage. ATL shall maintain adequate worker's compensation insurance with an authorized insurance company or through the Colorado State Compensation Insurance Authority or through an authorized self-insurance plan approved by the State of Colorado, insuring the payment of workers benefits to all its employees. ATL shall provide the CITY with certificates showing the required worker's compensation insurance.

18. This agreement shall be deemed to have been made in Grand Junction, Colorado and shall be governed by and construed in accordance with the laws of the United States of America, the State of Colorado and local laws, rules and regulations that may apply.

19. Venue for any action arising out of or relating to this agreement shall be in Mesa County, Colorado.

20. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, executors and administrators.

21. ATL shall exercise that degree of care and skill required to assure that all of the work performed under this agreement shall comply with applicable laws, rules, regulations and codes of the United States, the State of Colorado and with the charter, ordinances, rules and regulations of the City of Grand Junction.

22. ATL agrees that all work performed under this agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. ATL agrees to release, indemnify and save harmless the CITY, its officers,

APPENDIX "COMPENSATION"


COMPENSATION

The CITY shall pay ATL a lump sum fee. The CITY shall have no liability or obligation whatsoever to pay ATL more than \$30,027.50 for installation, delivery and full and faithful completion of the work and services described by the Agreement to which this Appendix is attached.

Payment is to be made in progress payments, with half of the software cost paid upon the approval of this contract (TASK 1) and the remainder paid upon completion of tasks described as:

TASK 1 PROJECT INITIATION	\$11,240.00
TASK 2 SOFTWARE INSTALLATION AND TRAINING	\$14,140.00
TASK 3 CONFIGURATION INTO ORACLE BASED ON RATE OF \$150 PER HOUR, NOT TO EXCEED 32 HOURS	\$ 2,400.00
TASK 4 SOFTWARE MAINTENANCE	\$ 2,247.50
TOTAL	<u>\$30,027.50</u>

ACCELERATED TECHNOLOGY LABORATORIES INC.



4/2/96
DATE

CITY OF GRAND JUNCTION



Mark Achen, City Manager
4/5/96
DATE

ACORD CERTIFICATE OF INSURANCE

CSR DN
ACCEL-1

DATE (MM/DD/YY)
03/29/96

PRODUCER
Peck & Peck/hims Insurance
Brokers
1724 Laurel Street
San Carlos CA 94070

Kenn Conn
Phone No. 415-592-5591 Fax No.

INSURED

Accelerated Technolgy
Laboratories, Inc.
Laboratories Inc
940 Emmitt Ave. #12
Belmont CA 94002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A Hartford

COMPANY
B

COMPANY
C

COMPANY
D



COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57UUCHU2584	02/08/96	02/08/97	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ Excluded
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EACH ACCIDENT \$
		<input type="checkbox"/> EXCL			DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is named as additional insured as respects to work performed by named insured only. This policy provides primary coverage and includes broad form contractual liability.

** NOTE CANCELLATION NOTICE FOR NON-PAYMENT IS 10 DAYS **

CERTIFICATE HOLDER

CITY-72

City of Grand Junction
250 5th Street
Grand Junction CO 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Peck