



Request for Proposals (RFP)

For

Firearms Examiner Training

For

Houston Forensic Science Center, Inc.

October 6, 2025

Rev.09.30.25

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I. PURPOSE & BACKGROUND

The Houston Forensic Science Center, Inc. (HFSC) invites Proposals from firms interested in and capable of providing Firearms Examiner training either at HFSC or at an off-site location. This project will include training (no more than) five new firearms examiners on a variety of topics as outlined in the statement of work. Respondent may choose to follow the HFSC Firearms Examiners Training Manual or propose their own, but all topics listed in the statement of work must be covered sufficiently to meet HFSC's needs. HFSC may pick one or more successful respondents for the three main modules of the training, scoring will be done separately for each of these modules, please draft responses accordingly.

II. DEFINITIONS

"Project" training for new firearms examiners, as described in Exhibit "A", Scope of Work, for Houston Forensic Science Center, Inc.

"Project Coordinator" means Amy Castillo (Chief Operations Officer), whose email address is acastillo@hfsctx.gov.

"Proposal" means a Respondent's written response to and in accordance with this RFP.

"Proposal Time/Date" means at or before 2:00 p.m. in Houston, Texas, on November 14, 2025.

"Respondent" means an entity that submits a Proposal in response to this RFP.

"Successful Respondent" means the Respondent selected by HFSC to perform the Project, subject to negotiation of a mutually acceptable contract.

"You" or "Your" refers to the Respondent's firm.

III. ADDENDA

All addenda, amendments and interpretations to or of this RFP shall be in writing. Any addendum, amendment or interpretation that is not in writing shall not bind HFSC. Respondent shall use only information supplied by HFSC in writing or outlined in this RFP in preparing the Proposal.

HFSC does not assume responsibility for the receipt of any addendum, amendment or interpretation by Respondents. Respondents, their authorized representatives, and agents are responsible for obtaining, and will be deemed to have, full knowledge of the addenda, amendments, interpretations, conditions, requirements, and specifications of the RFP at the time a Proposal is submitted.

No addendum, amendment or interpretation will be issued later than **12 noon on October 24, 2025**, except addenda with minor clarifications, withdrawing the RFP, or postponing the Proposal Time/Date.

IV. SCOPE OF WORK

The Scope of Work is defined in Exhibit "A" attached hereto and incorporated into this RFP for all purposes.

V. PROPOSALS

A. General Requirements

Proposals shall be delivered via email to the Project Coordinator, Amy Castillo, (acastillo@hfctx.gov) at or before the Proposal Time/Date. All submissions shall be as unsecured PDF files (Adobe Acrobat). File names shall be clearly labeled and organized.

The completed attachments shall be included with the Proposal:

Attachment 1, Price Proposal Form

Attachment 2, Reference Forms

Attachment 3, Disclosure Statement/Conflict of Interest Form

If a Respondent considers any portion of its Proposal to be confidential, Respondent must also submit a "REDACTED COPY" in hard copy. See Section VIII.H below for further details.

It is not necessary to prepare your Proposal using elaborate covers, brochures, artwork, or other visual presentation aids.

A Proposal, upon submission, shall be the property of HFSC. In its sole discretion, HFSC shall have the right to reproduce and disseminate the Proposal within HFSC.

B. Organization of the Proposal

To enable HFSC to efficiently evaluate the Proposals, each Proposal shall be organized in the following order:

First page: The first page shall contain:

- a. The Project name - "Firearms Examiner Training", "Proposal by [Respondent's name]", the Proposal date
- b. Information about Respondent's PRIMARY CONTACT:

Contact Name, Title:

Address:

Phone Number:

Fax Number:

Email Address:

- c. Information about Respondent's SECONDARY CONTACT:

Contact Name, Title:

Address:

Phone Number:

Fax Number:

Email Address:

Table of Contents: The next page shall be a table of contents.

Tab 1 – Executive Summary:

- a. Provide an Executive Summary demonstrating an understanding of HFSC’s requirements and a sound method for providing them.
- b. Also provide the following information about the Respondent:
 - i. Name and address of the business entity
 - ii. Ownership (public company, partnership, subsidiary, privately held, etc.)
 - iii. Place of incorporation, or other form of organization
 - iv. Brief history of the entity

Tab 2 - Relevant Experience and References:

The purpose of this section is to provide HFSC with a basis for determining Respondent’s direct experience that is relevant to the requirements of this RFP. HFSC desires a concise but thorough description of relevant experience, not a voluminous description of all contracts.

Describe at least two and no more than five projects that best illustrate Respondent’s qualifications and experience in projects of similar complexity to this Project. For each project, include:

- a. Process and timeline of training new firearms examiners on the topics listed in the Statement of Work.
- b. Support services provided for quality assurance.
- c. Name, title and contact information for the primary contact at the customer company/agency (“Reference”). HFSC intends to contact the Reference for the person’s and company’s/agency’s evaluation of Respondent’s performance in the project. Completed Reference Forms shall be included in Attachment 2.

Firms that are current or former parent or subsidiary companies of Respondent will not be accepted as references.

Tab 3 – Narrative:

Respondent shall provide a narrative describing:

- a. Organization Capabilities - Describe your experience performing similar projects in terms of equivalent scope, services, government program type (e.g., criminal justice), size, and project characteristics. Describe, for each member of key personnel that person’s experience in projects of comparable size and scope to the HFSC Project.
- b. Proposed Approach/Strategy - For the HFSC Project, describe how the services will be performed, the technology proposed to support the process.

- c. Systems and processes – Describe your proposed plan and timeline to ensure training meets expected HFSC needs and outcomes. Proposed plan must include details enough for HFSC to evaluate that training will sufficiently address each module/topic.

If Respondent or any subcontractor contracted with HFSC or the City of Houston during the past 24 months, indicate the name and contact information for the primary contact within HFSC or the City, as well as a project description and/or other information available to identify the contract.

Tab 4 – Technical Section:

The objective of the Technical Section is to demonstrate Respondent’s ability and readiness to successfully deliver the products and services requested. Include a description of how Respondent will perform the tasks in the Scope of Work.

Tab 5 - Quality of Service:

Testimonials: Respondents may include no more than three one-page letters from clients that they have worked with on previous projects. Letters should comment on experiences and qualitative matters related to services received from Respondent. Include current contact information for each person signing the testimonial letter.

Tab 6 – Attachments:

Attachment 1, Price Proposal Form

HFSC’s cost of implementing Respondent’s Proposal shall be presented by completing and submitting Attachment 1, “Price Proposal”. Failure by Respondent to provide a price on Attachment 1 will result in HFSC deeming the Proposal non-responsive and rejecting the Proposal. Footnotes, notations, and exceptions made to Attachment 1 will not be considered.

Attachment 2, Reference Forms

- a. HFSC will choose, at its discretion, Respondent’s References to contact to complete an evaluation.
- b. HFSC will attempt to contact each selected Reference by phone or email at least three times. If the contact person cannot be reached following at least three attempts, the Proposal shall receive a score of zero for that Reference evaluation. HFSC will not attempt to correct incorrectly supplied information and will not select a replacement for a non-responding Reference.
- c. Failure to provide the required information for a minimum of three separate and verifiable clients on Attachment 2 or failure to provide the required information for each Reference may result in the Proposal receiving a score of zero for the Reference section of the evaluation criteria.

Attachment 3, Disclosure Statement/Conflict of Interest Form

Tab 7 - MWSBE Certification (if applicable):

Attach a copy of the Minority, Women and Small Business Enterprise (MWSBE) Certification, if Respondent or a subcontractor is certified with the City of Houston.

VI. SELECTION PROCESS

The selection process will involve an evaluation which will rank each Respondent's Proposal based on the selection criteria set out in Section VII of this RFP. The apparent Successful Respondent(s) will be the Respondent(s) that offers the best value to HFSC based on the Proposal score.

VII. SELECTION CRITERIA

A selection committee composed of representatives from HFSC will review the Proposals. Each listed module will be evaluated and scored independently of each other.

The three modules that will be evaluated are (details on what HFSC categorizes in each module is found in exhibit "A" Scope of Work):

- Firearms and Ammunition Module
- Comparison Module
- Testimony Module

The criteria used to evaluate each module of the Proposals will be:

- Experience based on the projects described in Tab 2 (Relevant Experience and References).
Maximum 20 points
- Experience and track record in projects of comparable size and scope to the HFSC Project, as described in Tab 3 (Narrative).
Maximum 20 points
- Understanding of HFSC's needs and appropriateness of Respondent's approach to this Project, as described in Tab 1 (Executive Summary).
Maximum 20 points
- Demonstrable systems and processes for ensuring quality and timely performance on projects, as explained in Tab 3 (Narrative).
Maximum 20 points
- Proposed turnaround time for completion of project.
Maximum 20 points

VIII. EVALUATION PROCESS

HFSC will establish a selection committee to review the Proposals of all responsive Respondents. If HFSC finds it necessary to seek clarification of information submitted in the Proposal, HFSC may do so by submitting written

questions to all or selected Respondents. Respondents' responses to these questions must be submitted to HFSC in writing in accordance with the instructions provided at the time of the request.

HFSC reserves the right to waive minor irregularities in a Proposal. A minor irregularity is a variation of a technical nature that does not affect the price of the Proposal or give a Respondent a substantial or unfair advantage over other Respondents.

HFSC may consider any information or evidence that comes to its attention and reflects upon a Respondent's capability to fully perform the contract requirements and/or upon a Respondent's integrity or reliability.

HFSC intends to award a contract to the Respondent with the highest cumulative total points for the evaluation criteria specified herein. Overall, the Successful Respondent will be selected on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price. At its sole discretion HFSC may choose to contract with more than one Respondent, if doing so is the best value for HFSC.

IX. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. HFSC reserves the right to amend or withdraw the RFP, accept or reject any or all Proposals or portion(s) of a Proposal, request more detailed information, re-solicit for new Proposals, abandon the need for such products and services, or make an award without further discussion of the Proposals submitted.

B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to HFSC for consideration in the selection process shall be excluded.

C. Duty of Continuing Disclosure of Legal Proceedings – If applicable, Respondent must disclose in a written statement to HFSC, as part of the Proposal, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings ("Proceedings") involving Respondent, a subcontractor, or a director or employee of Respondent or a subcontractor and involving any project like this Project. Thereafter, Respondent has a continuing duty to promptly disclose all such Proceedings upon occurrence. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.

D. Questions and Other Communications – The Project Coordinator is the only person at HFSC that Respondent is allowed to communicate with regarding the RFP. All inquiries regarding the RFP are to be directed to the Project Coordinator in writing. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All answers to questions and/or changes to the RFP will be provided by HFSC in a written notice to all Respondents. INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received through oral communication shall not be binding on HFSC and should not be relied upon by any Respondent.

E. **No Contact Period** – Neither Respondent nor any person acting on Respondent's behalf shall attempt to influence the outcome of the RFP by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed official or employee or staff member of HFSC, or their family members. **From issuance of the RFP to the time of HFSC's announcement of the Successful Respondent**, aside from Respondent's formal response to the RFP or written requests to the Project Coordinator for clarification, neither Respondent nor any person acting on its behalf shall contact any appointed official or employee or staff member of HFSC or attempt

to persuade or influence the outcome of the RFP or obtain or deliver information intended to, or that could reasonably result in, an advantage to any Respondent. This provision excludes communications from vendors or contractors currently performing work under existing contracts with HFSC, when such communication is for the sole purpose of adhering to the terms and conditions of those existing contracts. **Failure to comply with this section may result in your Proposal being rejected.**

F. Cost of Proposals – HFSC will not be responsible for costs incurred by anyone in connection with the preparation or submittal of a Proposal, any oral presentations or interviews, or any other activity related to this RFP prior to the execution of a formal contract.

G. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by HFSC, contract negotiations will determine the specific scope of work, fees, insurance coverage, and other contractual matters.

H. Confidential Information

All Proposals shall be held confidential from other parties by HFSC to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their Proposals are subject to the provisions of the Texas Public Information Act and may be made public. CONFIDENTIAL or SENSITIVE information should not be included in the Proposal.

Respondent's Duties to Assert Exemption from Disclosure as Public Information: Any Proposal content submitted to HFSC that is asserted to be exempted by law from disclosure as public information shall be set forth on a page or pages separate from the rest of the Proposal, and clearly marked "EXEMPT," "CONFIDENTIAL," or "TRADE SECRET" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Proposal or other document in which the content is set forth.

An entire page or paragraph in which such information appears shall not be marked "EXEMPT", "CONFIDENTIAL" or "TRADE SECRET" unless the entire page or paragraph consists of such confidential information. Only the confidential portion(s) for which an exemption is claimed shall be identified and marked. Respondent is to indicate where such exempted confidential information begins and ends.

If Respondent considers any portion of the documents, data or record submitted in response to this RFP to be exempted by law from disclosure as public information, Respondent must also provide HFSC with a separate Redacted Copy of its Proposal, in hard copy at the time of Proposal submission. This Redacted Copy shall contain Respondent's name and the Project name on the cover and shall be clearly titled "REDACTED COPY." The Redacted Copy must only exclude or obliterate those exact portions that are exempted by law from public disclosure.

Any claim of exemption from public disclosure is waived upon submission of a Proposal, unless addressed as set forth above.

It will be the responsibility of Respondent to defend its claim of exemption through the judicial or administrative process.

If it is determined that the Proposal does not contain any information that is exempted by law from public disclosure, Respondent shall provide as part of the Proposal a written statement to that effect that is executed by an authorized representative of Respondent with legal authority to make this determination on behalf of Respondent.

Respondent's submittal of a Proposal without a Redacted Copy shall constitute Respondent's authorization for HFSC to produce, in answer to a public information request, the entire document(s), data and records submitted to HFSC by Respondent and shall constitute Respondent's agreement to release, defend, indemnify, and hold harmless HFSC from all claims, causes of action, liabilities, fines, and expenses (including attorneys' fees, court costs, and interest) arising out of HFSC's production of the Proposal in HFSC's response to a public information request or litigation discovery request, whether such claim is asserted by Respondent or a third party.

Respondent's submittal of a Proposal shall constitute Respondent's agreement to release, defend, indemnify, and hold harmless HFSC from all claims, causes of action, liabilities, fines, and expenses (including attorneys' fees, court costs, and interest) arising out of HFSC's production of the Redacted Copy in HFSC's response to a public information request or litigation discovery request, whether such claim is asserted by Respondent or a third party.

I. Conflict of Interest – Respondent's submittal of a Proposal shall constitute Respondent's covenant that it presently has no interest in and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this RFP. The Successful Respondent shall be required to provide written notification to HFSC within five working days of the discovery of any potential conflict of interest. HFSC reserves the right to make an independent determination as to whether or not a conflict of interest exists.

J. Type of Contract Contemplated – A fixed rate contract is proposed; however, HFSC reserves the right to award another type of contract if doing so is believed to be advantageous to HFSC, considering price and other factors. "Firearms Examiner Training" draft contract is **Exhibit "B" attached hereto**. HFSC reserves the right to amend or edit the draft contract prior to entering into a final agreement with the Successful Respondent(s).

HFSC intends to execute the contract as soon as possible after HFSC's selection of the Successful Respondent(s). HFSC, at its sole discretion, may terminate discussions with the Respondent who submitted the highest ranked Proposal if a Contract is not executed within a reasonable time as determined by HFSC. Because of such conditions, HFSC may proceed to negotiate a contract with the Respondent who submitted the second ranked Proposal. **The draft Contract attached hereto as Exhibit "B" is not a binding agreement, unless and until HFSC sends the Successful Respondent(s) a final Contract for signature and execution.**

Exceptions to Standard Contract – Provide any exceptions to the sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

K. Contractors and Subcontractors – The contract with the Successful Respondent will not allow the subcontracting of any of the services except with HFSC’s prior written approval. Therefore, the proposed use of subcontracts shall be included in Respondent’s Proposal, if applicable.

L. Protests

a. Any protests regarding the issuance of this RFP (Pre-Submission Protest) shall be submitted to HFSC in writing no later than five business days before the Proposal Time/Date.

b. Protests regarding the evaluation or rejection of proposals (Pre-Award Protest) must be submitted to HFSC in writing no later than five calendar days after the rejection of a proposal.

c. Protests made after HFSC’s decision to award a contract (Post-Award Protest) must be submitted to HFSC in writing no later than five calendar days after the date of the award.

d. Any protest received after the applicable deadline will not be considered.

M. City of Houston Policies – Although HFSC is a local government corporation created by the City of Houston, HFSC is not bound by all City of Houston policies. Specifically, HFSC is not bound by the City of Houston’s policies regarding procurement procedures, except those which are mandated by law for local government corporations. Nevertheless, for purposes of contracting with HFSC, the Successful Respondent should be aware that HFSC follows policies equivalent to the City’s prevailing wage and minority/women, disadvantaged business enterprise policies.

N. Non-Exclusive Rights – Nothing in this RFP or the Contract resulting from this RFP shall preclude HFSC from purchasing products or services as described in this RFP from other Respondents or other entities.

O. Strict Enforcement – HFSC reserves the right to enforce strict compliance with any requirement of this RFP.

Dr. Amy Castillo
Project Coordinator
acastillo@hfctx.gov

Date: 10/06/2025

Attachment 1, Price Proposal

Respondent's name

The Price Proposal must list all costs related to Respondent's performance of the Project. Use this space for the pricing proposal or include the pricing proposal in the format preferred by the vendor. Ensure the pricing is broken down by the units/modules as described in Exhibit "A", Scope of Work and includes how pricing is impacted by the number of trainers provided by the vendor.

Attachment 2, Reference Forms

Respondent's name

Client #__

Client Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Project Dates: _____ to _____

(Dates should be in mm/yyyy format)

Brief description of the Software, Installation, Training and Support:

Attachment 3, Disclosure Statement/Conflict of Interest Form

Respondent's name

Any contract as a result of this RFP is subject to the provisions of HFSC's Financial Conflicts of Interest Policy (the "Policy") and Chapter 176 of the Texas Local Government Code. The Policy states:

"HFSC expects its vendors to comply with Chapter 176 of the Texas Local Government Code, which requires each vendor to file with HFSC a conflicts disclosure "questionnaire" with respect to certain relationships. HFSC will include in each of its vendor contracts a requirement that the vendor comply with Chapter 176 and a provision allowing HFSC to void the contract in the event of the vendor's noncompliance."

Respondent must disclose whether any director, officer, employee or agent of Respondent or any of its affiliates is also a director, officer or staff member of HFSC (or a family member of such person). Respondent must disclose whether any HFSC director, officer or staff member (or family member of such person) owns, directly or indirectly, an interest of more than ten percent in Respondent's firm or any of its affiliates.

The following persons are officers, directors, employees, or agents of Respondent's firm or of one of its affiliates and HFSC directors, officers or staff members (or family members of such persons):

The following persons are HFSC directors, officers or staff members (or family members of such persons) who own, directly or indirectly, more than a 10% interest in Respondent's firm or any of its affiliates:

OR

_____ Respondent has no interest to disclose.
(check)

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind Respondent.

EXHIBIT “A”, SCOPE OF WORK

Services to be provided by Successful Respondent:

1. Virtual training is acceptable for some aspects of instruction. Assembly/disassembly, function testing, instrumentation, bullet examination and comparison and cartridge case examination and comparison must include a plan for hands-on in person training. If trainees are to travel to trainer(s), provide location information and any special considerations for travel and lodging.
2. Perform training and instruction in accordance with the HFSC Firearms Examiner Training Manual (delivered as an attachment in the email delivering the RFP) or respondent developed plan. If following the HFSC Manual, note some units need to be covered in their entirety; others only have certain sections that need to be addressed. A Unit may have topics for different modules outlined in the Statement of Work. Training does not have to occur in the order presented in the HFSC manual.
3. Trainees must complete HFSC-required reading as listed in the HFSC training manual. Training plan/timeline must include opportunities for trainees to complete relevant required reading. Respondent may supplement with additional readings as needed.
4. **All training plans/documentation must demonstrate conformance to ANSI/ASTM E2917-24a** Standard Practice for Forensic Science Practitioner Training, Continuing Education, and Professional Development Programs available [here](#). OSAC checklist available [here](#). Trainers will provide documentation and training. HFSC will retain all training records.
5. If respondent is training to HFSC’s training manual, the expected units to be covered are:
 - Unit 2 – Background/History of Firearm Identification
 - Unit 3 – Firearms Development
 - Unit 4 – Ammunition Development
 - Unit 6 – LIMS and Report Writing (must be done in cooperation with HFSC staff)
 - Unit 7 – Function testing
 - HFSC will cover the observations required in 7.5.7.8 on real casework, but the topic must be covered.
 - HFSC will organize the armorer’s course in 7.5.7.9.
 - HFSC will competency test trainees.
 - Unit 8 – Instrumentation
 - Trigger Pull (Digital Force Gauge and NRA Weights – 8.5.2.1) does not need to be covered.

- HFSC will address 8.5.3.2
 - Unit 9 – Bullet examination and comparisons (including shotshell components)
 - HFSC will competency test trainees.
 - Unit 10 – Cartridge case/shotshell examination and comparisons
 - HFSC will competency test trainees.
 - Unit 13 – Testimony
 - HFSC will conduct a final, formal mock trial. But trainees must complete a series of moot court proceedings as described in 13.5.2.1.
 - HFSC will cover 13.5.2.2 if needed.
 - HFSC can provide transcripts for 13.5.2.3 if needed.
6. The Successful Respondent will provide a timeline for all the above-listed training.
 7. Provide HFSC with an update on training progress as well as any issues/questions on an agreed upon schedule.
 8. Provide CVs for all potential trainers. On-site trainers must pass a background check for CJIS clearance. HFSC will coordinate this process. All trainers must review HFSC's Firearm Section SOPs.
 9. Please note the following:
 - 9.1. HFSC does not use CMS as a method. HFSC does not currently do trigger pull, distance determination or non-firearm toolmark comparisons. HFSC has no need for additional SNR training. HFSC does 100% verification on source conclusions, including suitability determinations.
 - 9.2. HFSC will train students on NIBIN entry.
 - 9.3. HFSC will train students on virtual microscopy.
 - 9.4. On-site trainers will have access to HFSC's facilities, instruments, supplies, ammunition, and firearms reference collection for training purposes. A list of current firearms in the HFSC reference collection is delivered as an attachment in the email delivering the RFP.

10. The training modules and expectations are:

	Firearms and Ammunition Module	Comparison Module	Testimony Module
High Level Topic List	<p>History, development, assembly/disassembly of firearms</p> <p>History, development, and manufacturing of ammunition</p> <p>Function testing & test firing weapons</p> <p>Courtroom basics</p>	<p>History of Firearms ID, Theory of ID and Range of Conclusions</p> <p>Microscopy</p> <p>Cartridge case and projectile comparisons</p>	<p>Testimony</p> <p>Daubert/702</p> <p>Brady (and Michael Morton)</p>
Must be Included	<p>Barrel and overall length with uncertainty of measurement</p> <p>Safety testing, malfunctioning/dangerous firearms</p> <p>Court procedures, attire, behavior, qualifying questions</p> <p>Introduction to microscopy (for test fire evaluation)</p> <p>Documentation (with accreditation requirements in mind)</p> <p>Self-reviewing work</p> <p>Professional responsibility</p> <p>Critical thinking</p>	<p>Machining techniques and subclass evaluation</p> <p>Class characteristics and caliber/shot size determination (including GRC)</p> <p>Comparisons, including consecutively manufactured items</p> <p>Consultations between examiners</p> <p>Court procedures, attire, behavior, qualifying questions</p> <p>Documentation (with accreditation requirements in mind)</p> <p>Self-reviewing work</p> <p>Professional responsibility</p> <p>Critical thinking</p>	<p>Court procedures, attire, behavior, qualifying questions</p> <p>Admissibility of and challenges to firearms evidence</p> <p>Public speaking</p> <p>Testimony and transcript reviews (including admissibility hearings)</p> <p>Mock trials</p> <p>Documentation (with accreditation requirements in mind)</p> <p>Self-reviewing work</p> <p>Professional responsibility</p> <p>Critical thinking</p>
Expected Outcomes	<p>Students will be prepared to enter mock casework for functionality</p> <p>Students will be prepared to complete an oral test and mock trial on functionality</p>	<p>Students would be prepared to enter mock casework for comparisons</p> <p>Students will be prepared to complete an oral test on comparisons</p> <p>Students will have the technical knowledge to proceed to Daubert-type training</p>	<p>Students will be prepared to complete a formal mock trial for functionality & comparison work.</p>

Exhibit "B"

PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT is between **Houston Forensic Science Center, Inc.**, a Texas local government corporation doing business as the Houston Forensic Science Center ("HFSC"), and <<Agreement_Contracting_Party>> ("Consultant"), a limited liability company registered in <<Contracting_Party_BillingState>> and doing business in Texas. HFSC and <<Agreement_Contracting_Party>> are both a "Party" to this Contract, and collectively, they constitute the "Parties." The Parties respective address for written notice, which a party may change by giving written notice to the other Party, are as follows:

Houston Forensic Science Center, Inc.

Attn: <<Agreement_HFSC_Signer>>
<<Agreement_HFSC_Signer_Title>>
<<Org_Street>>
<<Org_City>>, <<Org_StateCode>> 77002

<<Agreement_Contracting_Party>>

Attn: <<Contracting_Party_Signer_Name>>
<<Contracting_Party_Signer_Title>>
<<Contracting_Party_BillingStreet>>
<<Contracting_Party_BillingCity>>,
<<Contracting_Party_BillingStateCode>>
<<Contracting_Party_BillingPostalCode>>

RECITALS

WHEREAS, Consultant is a provider of <<Agreement_Services_Performed>> ("Services")

WHEREAS, HFSC desires to retain Consultant to provide such Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1 TERM

1.1 Contract Term. This Contract is effective on the last date of a signature entered below (Effective Date) and expires on <<Agreement_Expiration_Date>> (the "Initial Term"), unless terminated earlier in accordance with Article 8 below.

1.2 Renewal. If HFSC by and through its CEO, or his or her designee at his or her sole discretion, makes a written request for renewal to Consultant at least thirty (30) calendar days before expiration of the Initial Term, then, upon expiration of the Initial Term, this Contract is renewed for one (1) successive one-year term upon the same terms and conditions contained herein. If the Contract has not been terminated before the end of the Initial Term or renewed as permitted herein, then this Contract shall terminate upon expiration of the Initial Term.

ARTICLE 2 DEFINITIONS

2.1 Definitions. In addition to definitions appearing elsewhere in this Contract, for the purposes of this Contract the terms listed below have the meanings stated.

2.2 "Confidential Information" means all information and know-how of a scientific, forensic, technical, legal, operational, or economic nature, specifically including the results of analyses, and information (a) that is known by or in the possession of HFSC and (b) that state or federal law requires HFSC to hold in confidence, specifically including information related to an ongoing criminal investigation. Confidential Information" shall mean information marked or otherwise identified as confidential by the Party providing Confidential Information ("Disclosing Party") or which the Disclosing Party regards or should reasonably be expected to regard as confidential and proprietary and disclosed to the Party receiving Confidential Information ("Recipient") in confidence including, but not limited to, know-how, trade secrets, all information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature, either in written documentation, oral or visual information, whether by inspection of parts or equipment or otherwise. Notwithstanding the preceding sentence, "Confidential Information" does not include (a) information generally available to the public through no fault of Consultant; (b) information of which Consultant had knowledge prior to the Effective Date; or (c) information ordered to be disclosed by a court of lawful jurisdiction or by other requirement of law. "Confidential Information" may include "Core Forensic Information" (defined below).

2.3 "Consultant" means the entity defined in the preamble of this Contract, together with its officers, employees, agents, Consultants, successors, and assigns.

2.4 "Core Forensic Information" means analyses, data, or other information in any form falling within one or more of the following categories: (a) information responsive to a subpoena, court order, or discovery request complying with state or federal law, (b) information that HFSC reasonably anticipates may be responsive in the future to a subpoena, court order, or discovery request complying with state or federal law, or (c) information that state or federal law requires HFSC to maintain.

2.5 "CEO" means the President and Chief Executive Officer of HFSC or such other person(s) as may be designated from time to time by him or her to perform tasks related to this Contract on behalf of HFSC.

2.6 "Disclosing Party" means the Party providing information including information that has been otherwise identified as "Confidential" or which the Party regards or should reasonably be expected to regard as confidential and proprietary to another person(s) or entity.

2.7 "Force Majeure" means a fire, interruption of utility service, epidemic, flood, hurricane, tornado, ice storm, or other natural disaster, explosion, act of war or terrorism, civil disobedience, labor strike, court order, or act of a governmental or military authority. "Force Majeure" does not include (a) an event the affected Party could have prevented by the exercise of reasonable diligence; (b) a change in general economic conditions such as inflation, interest rates, or other economic factor of general application; or (c) an event that merely makes performance of this Contract more difficult, expensive, or impractical.

2.8 "HFSC" means the entity defined in the preamble of this Contract, together with HFSC's successors and assigns and all natural persons (a) employed or managed by HFSC; (b) serving as an officer, director, or legal representative of HFSC; or (c) providing professional services to HFSC pursuant to a written Contract with HFSC.

2.9 "Include" and "Including", and words or phrases with essentially the same meaning will be deemed to be followed by the words "without limitation."

2.10 "Intellectual Property Right" means any patent, copyright, trademark, service mark, software license, or any other form of intellectual property right.

2.11 "Recipient" means a Party receiving information including information that has been otherwise identified as "Confidential Information" or which the Party regards or should reasonably be expected to regard as confidential and proprietary from the Disclosing Party.

2.12 "Services" means the services to be performed by Consultant pursuant to this Contract, which services are described in Exhibit "A" attached to this Agreement and incorporated herein for all purposes.

ARTICLE 3 SERVICES BY CONSULTANT

3.1 In exchange for HFSC's promise to compensate Consultant as stated in Article 4 below, Consultant will provide the Services described in Article 3 and Exhibit "A" in a prompt, efficient and professional manner.

3.2 Services. To the extent not inconsistent with any other provision of this Contract, Consultant will provide any of the services detailed in Exhibit "A", if and as requested by HFSC. In the event of an inconsistency between the body of this Contract and Exhibit "A", the body of this Contract will control.

3.3 Performance Standards and Compliance

- (a) Consultant will comply with all applicable local, state, and federal statutes, ordinances, rules, regulations, and other legal and professional requirements pertaining to the Services, including the U.S. Federal Bureau of Investigation Criminal Justice Information System Policy. Consultant will perform the Services in compliance with all applicable local, state, and federal licensing, certification, and accreditation standards and requirements, and in a manner consistent with, or superior to, the professional standards prevailing in Houston, Texas, for similar services.
- (b) Consultant will be responsible for the professional quality, completion, and delivery of all deliverables and other services furnished by Consultant. Consultant will, without additional compensation, correct or revise errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished will not in any way relieve Consultant of its responsibility and obligations for the accuracy of its work. The review, approval, and acceptance of payment for any of the services will not be construed as a waiver of any rights or of any cause of action arising out of or in any way related to the performance by Consultant. Consultant's obligations under this clause are in addition to Consultant's other expressed or implied assurance of compliance with local, state, and federal law and in no way will diminish any other rights that HFSC may have against Consultant for its faulty materials, equipment, or work.

3.4 Consultant will obtain, maintain, and pay for all licenses, permits, and certificates, including all professional licenses required by any statute, ordinance, rule, or regulation, required for Consultant's performance of the Services herein. Consultant will notify HFSC's CEO promptly of any suspension or revocation of any such license, permit, or certificate.

3.5 Consultant will coordinate the performance of its obligations under this Contract with the HFSC CEO and other persons that the CEO designates. Consultant will promptly inform the CEO of all significant events related to the performance of this Contract. Consultant will not communicate with any governmental agency, entity or person(s) regarding this Contract or the Services provided herein without the prior written consent of the CEO, unless prohibited by law.

3.6 HFSC may request, but is not obligated to request, that Consultant perform all or part of the Services described in this Article 3 and Exhibit "A". Consultant acknowledges that the listing of a Service in the Contract does not guarantee HFSC will ask Consultant to perform the Service in whole or in part. **HFSC is not**

obligated to, nor shall it make any payment to Consultant except for Services requested by HFSC and actually rendered by Consultant.

3.7 At the request of the CEO, Consultant will submit all reports and progress updates required by the CEO in a timely and efficient manner.

3.8 Consultant shall not contract with any sub-consultants or sub-Consultants for the performance of any Services contained herein or made a part of this Contract.

3.9 All Services shall be performed by <<Agreement_Contracting_Party>>. Consultant understands and agrees that HFSC is relying upon their personal abilities, and expertise for Consultant's fulfillment of its obligations under this Contract.

ARTICLE 4 PAYMENT BY HFSC

4.1 HFSC will compensate Consultant for Services rendered in accordance with this Contract.

4.2 Consultant will invoice HFSC monthly for Services performed. If approved by HFSC, payment will be made within thirty (30) days of submission of the invoice by Consultant to HFSC via electronic mail, common carrier, or in person. If any portion of an invoice is not approved by HFSC, the procedure set forth in Section 4.7 below shall be followed. All payments shall be made in accordance with the Sec. 2251 of the Texas Government Code, as amended.

4.3 Consultant's monthly invoice will reflect a rate of \$XXX for a total of <<Agreement_Expected_Total_Cost>> during the Initial Term. This monthly fee will be inclusive of services performed remotely at the consultant's office, onsite at HFSC facilities, and travel time between locations. This rate assumes an average commitment of XX hours per month.

Actual hours worked will be logged by Consultant and used by the Parties as a basis for evaluating continuation needs at the conclusion of this Contract.

4.4 <<Agreement_Contracting_Party>> will invoice separately for site visit travel costs incurred during the proposed period of service.

4.5 Travel costs will be reimbursed, based upon actual expenses, as follows:

- (a) Airfare at the lowest reasonably available cost.
- (b) Reasonable ground transportation to and from the airport in Houston, Texas, to and from lodging in Houston, and to and from HFSC's facilities in Houston.
- (c) Per diem for meals and incidental expenses at the current GSA published rate for on-site work.
- (d) Business class lodging (Hampton Inn, Courtyard by Marriott, or similar) near HFSC's location.

4.5 Receipts are required for reimbursement of airfare and ground transportation. Any variance from this Section 4 must be approved in writing by the CEO prior to Consultant's incurring the expense.

4.6 HFSC is exempt from payment of Federal Excise and Transportation Taxes and from Texas Limited Sales and Use Taxes. Consultant's invoices to HFSC must not contain assessments of any of these taxes. Upon request, HFSC will furnish to Consultant copies of HFSC's exemption certificate and federal tax identification number.

4.7 If HFSC disputes any item in Consultant's invoice for any reason, including lack of supporting documentation, HFSC shall hold the disputed item and pay the remainder of the invoice. HFSC will promptly notify Consultant of the dispute and request further information and/or documentation regarding the disputed charge. The Parties will negotiate the disputed billing in good faith until a mutually agreed upon resolution is reached or one Party issues a written notice of termination of this Contract. In the event the dispute is settled, Consultant will include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. HFSC will not pay interest on any item that has been disputed on the invoice.

4.8 Consultant hereby acknowledges and agrees that Consultant is providing services as an independent Consultant, and as such, that Consultant is responsible for all applicable taxes, remittances, premiums or withholdings for Consultant and Consultant's employees in connection with payments made by HFSC pursuant to this Contract, including, without limitation, any applicable income tax, withholding tax, or any other taxes or premiums relating to Consultant's services. Consultant agrees to hold HFSC harmless from any and all claims, losses or demands against HFSC with respect to any tax, remittances, premiums or withholdings in connection with this Contract.

ARTICLE 5 INSURANCE REQUIREMENTS

5.1 Throughout the term of this Contract, Consultant will provide and maintain insurance policies and endorsements as described in Article 5, specifically including coverage for work performed by Consultant in Houston, Texas and shall provide HFSC a copy of the policy evidencing the insurance requirements contained herein and in the following amounts:

- (a) Consultant will maintain commercial general liability insurance affording protection of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- (b) Consultant will maintain professional liability insurance coverage affording protection in amounts not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The policy or policies will include an endorsement to cover the liability assumed by Consultant under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of Consultant or anyone employed by Consultant.

5.2 For each policy required by Article 5:

- (a) A claims-made policy is acceptable, provided that Consultant also will provide proof of renewal each year for two years after substantial completion of the Services, or, in the alternative, evidence of extended reporting period coverage for a period of two years after substantial completion of the Services.
- (b) Aggregate limits are per 12-month policy period unless otherwise indicated.
- (c) Defense costs are excluded from the face amount of each policy.
- (d) The insurance carrier must state, either on the face of the policy or by endorsement, that the carrier waives any rights of subrogation against HFSC and the City of Houston, Texas ("City"), or by blanket amendment that waives all subrogation rights generally.

- (e) Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name HFSC and the City of Houston as Additional Insured parties on the original policy and on all renewals or replacements.

5.3 Consultant will give HFSC written notice no fewer than thirty (30) calendar days before any of Consultant's required insurance policies are cancelled, materially changed, or non-renewed. Within the 30-day period, and before any of its policies are cancelled, materially changed, or non-renewed, Consultant will provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed, to maintain in effect the required coverage. If Consultant does not comply with this requirement, the CEO, at his or her sole discretion, may (a) immediately suspend Consultant from any further performance under this Contract and begin procedures to terminate this Contract or (b) purchase the required insurance with HFSC funds and deduct the cost of the premiums from amounts due to Consultant under this Contract.

5.4 Consultant waives any claim or right of subrogation against HFSC and the City, and its officers, agents or employees.

5.5 The issuer of any policy required by Article 5 will (a) have a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas, and (b) shall be issued by an insurance carrier duly licensed in the State of Texas with a rating of no less than A-VII or better in the Best Insurance Guide.

5.6 Prior to the commencement of this Contract and throughout the term of this Contract, Consultant will furnish to the CEO Certificates of Insurance (in forms generally accepted by the insurance industry) evidencing that Consultant has complied with Article 5. Each such certificate must be less than twelve months old, and Consultant will provide updated certificates of insurance to the CEO upon request.

5.7 Consultant acknowledges that its failure to comply with any provision of Article 5 will constitute a material breach of this Contract.

ARTICLE 6 WARRANTIES AND INDEMNIFICATION

6.1 CONSULTANT WILL RELEASE HFSC FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO CONSULTANT OR ITS AGENTS, EMPLOYEES, OR SUB-CONSULTANTS SUSTAINED AS A RESULT OF CONSULTANT'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

6.2 DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER TERMINATION OR EXPIRATION OF THIS CONTRACT, CONSULTANT WILL RELEASE FROM ANY AND ALL LIABILITY, INDEMNIFY AND HOLD HFSC AND THE CITY HARMLESS FROM ALL THIRD PARTY CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND INTEREST), WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER KIND OF ACTION, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO AN ALLEGED OR ACTUAL INJURY, DEATH, DAMAGE, OR LOSS TO A PERSON OR PROPERTY SUSTAINED IN CONNECTION WITH CONSULTANT'S PERFORMANCE OF THIS CONTRACT, INCLUDING THOSE CAUSED BY ALLEGED OR ACTUAL NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS BY CONSULTANT OR ITS AGENTS, EMPLOYEES, CONSULTANTS OR SUB-CONSULTANTS, WHETHER OR NOT CONSULTANT IS FOUND LIABLE.

6.3 HFSC DOES NOT ASSUME, NOR DO WE AUTHORIZE ANY EMPLOYEE, AGENT OR OTHER PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THIS CONTRACT. UNDER NO CIRCUMSTANCES WILL HFSC BE LIABLE TO CONSULTANT OR ANY OTHER PERSON FOR LOSS OF PROFIT OR USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF GOODWILL, DATA OR EQUIPMENT OR FOR BUSINESS

INTERRUPTION ARISING OUT OF THE USE OF OUR EQUIPMENT, SOFTWARE, PRODUCTS OR SERVICES OR FAILURE OR DELAY WHETHER BASED ON WARRANTY, CONTRACT, TORT, FAULT OR OTHERWISE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HFSC'S ENTIRE LIABILITY FOR PERFORMANCE UNDER THIS CONTRACT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, FAULT OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE, THE AMOUNT FOR SERVICES UNDER THIS CONTRACT. THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS CONTRACT.

6.4 Indemnification- Infringement of Intellectual Property Right.

CONSULTANT WILL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS HFSC AND THE CITY FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST HFSC BY ANY PARTY, INCLUDING CONSULTANT, ALLEGING THAT HFSC'S USE OF ANY WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONSULTANT FURNISHES DURING THE TERM OF THIS CONTRACT INFRINGES ON AN INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATES A TRADE SECRET. CONSULTANT WILL PAY ALL COSTS (INCLUDING ATTORNEYS' FEES, COURT COSTS, ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONSULTANT WILL NOT SETTLE ANY CLAIM ON TERMS THAT PREVENT HFSC FROM USING THE WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS WITHOUT HFSC'S PRIOR WRITTEN CONSENT. WITHIN SIXTY (60) CALENDAR DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONSULTANT WILL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR HFSC THE RIGHT TO CONTINUE USING THE WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS, OR (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT ITEMS. IF NEITHER OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, HFSC MAY RETURN THE WORK PRODUCT, EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONSULTANT WILL REFUND THE PURCHASE PRICE.

6.5 If an officer of either Party learns of any claim or circumstance that could give rise to an indemnified loss, the receiving Party will give written notice to the other Party no later than ten (10) calendar days after the Party learns of the claim or alleged circumstance. The notice must include (a) a description of the potential or actual claim or alleged circumstance in reasonable detail; (b) the basis on which indemnification may be due; and (c) the anticipated amount of the indemnified loss. Such notice will not preclude a later assertion of a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. A failure to provide the notice as described in this Section 6.2 will not waive any right to indemnification except to the extent that a Party is prejudiced, suffers loss, or incurs expense because of the said failure.

6.6 Consultant will require any and all of its Consultants and sub-Consultants who provide services related to this Contract to release and indemnify HFSC and the City to the same extent and in substantially the same form as Consultant's release of and indemnification of HFSC and the City of Houston as stated in Article 6.

6.7 Defense of Claims.

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

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

ARTICLE 7 FORCE MAJEURE

7.1 Although timely performance by both Parties is essential to this Contract, subject to the terms of Article 7 neither Party will be liable for reasonable delays in performing its obligations under this Contract to the extent the delay is caused by Force Majeure that directly impacts HFSC or Consultant. An event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Contract. Under no circumstance will Force Majeure entitle Consultant to extra payment.

7.2 The relief made available by Article 7 is contingent upon the Party invoking Article 7 ("Invoking Party") taking all of the following actions:

- (a) Providing the other Party ("Responding Party") with prompt written notice of the circumstances of the Force Majeure, which notice must include: (i) the date on which the Force Majeure first affected the Invoking Party's performance; (ii) a reasonably detailed description of the manner in which the Force Majeure has affected the Invoking Party's performance as of the date of the notice; and (iii) a reasonably detailed description of the manner in which the Force Majeure is expected to affect the Invoking Party's future performance; and
- (b) Exercising due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance of this Contract notwithstanding the Force Majeure.

7.3 If the Force Majeure continues more than thirty (30) calendar days from the date the Invoking Party's performance is affected, the Responding Party may terminate this Contract by giving ten (10) calendar days' written notice to the Invoking Party. Such termination will not constitute a default or a breach of this Contract by the Responding Party.

ARTICLE 8 TERMINATION

8.1 Termination for Convenience. Either party may terminate this Contract at any time by giving thirty (30) calendar days' written notice to the other party. The right to terminate this Contract for convenience is cumulative of all rights and remedies that exist now or in the future.

8.2 Termination by HFSC for Cause. HFSC may terminate this Contract in the event of a material default by Consultant. If such default occurs, HFSC will have the right to terminate all or part of its duties under this Contract as of the tenth (10th) calendar day following the receipt by Consultant of a written notice from HFSC describing such default and intended termination, provided that such termination will be ineffective if within the said ten-day period Consultant cures the default.

8.3 Termination by Consultant for Cause. Consultant may terminate this Contract only in the event of a material default by HFSC. If such default occurs, Consultant will have the right to terminate all or part of its duties under this Contract as of the tenth (10th) calendar day following the receipt by HFSC of a written notice

from Consultant describing such default and intended termination, provided that such termination will be ineffective if within the said ten-day period HFSC cures the default.

8.4 Termination for Breach of this Contract. If either Party breaches this Contract and fails to remedy such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party, then the non-breaching Party may immediately terminate this Contract in its entirety upon giving written notice to the breaching Party. If either Party breaches this Contract and the non-breaching Party exercises the termination of this Contract, then this termination will not affect any options granted to either Party herein prior to termination of this Contract. In addition, any termination of this Contract prior to the term of this Contract as a result of a breach by either Party shall not relieve the breaching Party of its obligations to grant the nonbreaching Party any future options pursuant to Article 8 until the end of the original term of this Contract.

8.5 Termination for Insolvency, Bankruptcy, Reorganization. Any Party may terminate this Contract immediately if any Party becomes insolvent, files or has filed against it a petition in bankruptcy or undergoes a reorganization pursuant to a petition in bankruptcy filed with respect to it, which petition is not dismissed within sixty (60) days.

8.6 Effect of Termination. As soon as possible, but not later than the effective date of a notice of termination (unless the notice directs otherwise), Consultant will immediately discontinue all Services in connection with this Contract. No later than ten (10) calendar days after the effective date of the notice of termination, Consultant will deliver all HFSC Property to the CEO and submit an invoice showing in detail the Services performed under this Contract to the date of termination. HFSC then will pay the stated charges to Consultant for the Services actually performed under this Contract up to the date of termination in the same manner as prescribed by Article 4 of this Contract. Any installments or lump sum fees will be prorated in accordance with the progress of the Services on the effective date of termination.

ARTICLE 9 INTELLECTUAL PROPERTY

9.1 The Parties anticipate that Intellectual Property Right will be developed as a result of this Contract. However, any Intellectual Property Right developed as a result of this Contract will belong to and be the sole property of HFSC. The rights conveyed to HFSC pursuant to this Contract do not include rights to any preexisting Intellectual Property Right used, developed and refined by the Consultant during the provision of Services under this Contract. This provision will survive the termination or expiration of this Contract.

9.2 The term "Intellectual Property" shall mean all copyrights, trademarks, patents, ideas, inventions, concepts, know-how, techniques, methods, processes inventions or discoveries, whether patentable or not patentable.

9.3 All rights to Intellectual Property conceived, developed, or reduced to practice or tangible media during the term of this Contract under the Scope of Work, by Consultant, or jointly by Consultant and HFSC, will belong solely to HFSC. To the extent Consultant is authorized by local, state and federal law, Consultant hereby assigns its entire right, title and interest in and to HFSC.

9.4 The foregoing obligations shall also extend to Consultant's employees, etc. (collectively, "Consultant Personnel"). Consultant shall not assign, nor is Consultant entitled to, any related patents, patent applications, copyrights, copyright applications, trademarks, trade names, trade secrets or other proprietary rights, title or interest in any intellectual property that was used by the Consultant's Personnel developed within the Scope of Work.

9.5 Consultant shall not assign, nor is HFSC entitled to, any related patents, patent applications, copyrights, copyright applications, trademarks, trade names, trade secrets or other proprietary rights, title or interest in any intellectual property that it currently owns or previously owned or that was used by Consultant under this Contract, or that is owned by a third party, nor are any rights inferred that are previously owned by Consultant or a third party, or are in use or in developmental stages by Consultant or a third party prior to the execution of this Contract.

ARTICLE 10 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

10.1 CONSULTANT WILL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS HFSC AND THE CITY FROM ALL THIRD-PARTY CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST HFSC BY ANY PARTY, INCLUDING CONSULTANT, ALLEGING THAT HFSC'S USE OF ANY WORK PRODUCT, EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONSULTANT FURNISHES DURING THE TERM OF THIS CONTRACT INFRINGES ON AN INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATES A TRADE SECRET. CONSULTANT WILL PAY ALL COSTS (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

10.2 Within sixty (60) calendar days after being notified of the claim, Consultant will, at its own expense, either (1) obtain for HFSC the right to continue using the work product, process, and documents, or (2) if both parties agree, replace or modify them with compatible and functionally equivalent items. If neither of these alternatives is reasonable available, HFSC may return the work product, process, or documents, or discontinue the Services entirely and terminate this Contract. Consultant will refund to HFSC all monies for services to date.

10.3 CONSULTANT WILL NOT SETTLE ANY CLAIM ON TERMS THAT PREVENT HFSC FROM USING THE WORK PRODUCT, PROCESS, OR DOCUMENTS WITHOUT HFSC'S PRIOR WRITTEN CONSENT.

10.4 Cooperation. Consultant shall cooperate with HFSC with respect to the prosecution and maintenance of IP infringement for works arising out of or created under this Contract. Consultant hereby assigns to HFSC, all right, title and interest in and to all Intellectual Property and any and all related patents, patent applications, copyrights, copyright applications, trademarks, trade names, trade secrets and other proprietary rights in the United States and throughout the world that is resulting from work performed under this Contract. Upon HFSC's request, Consultant will promptly execute such assignments or other such instruments and do such other reasonable acts as may be deemed necessary by HFSC to effectuate said assignment and to protect HFSC's rights with respect to any such Intellectual Property arising out of or created under this Contract. Consultant shall make and maintain adequate and current written records of all Intellectual Property, which records shall be available to and remain the property of HFSC at all times to the extent allowable under state and federal law.

ARTICLE 11 WORK PRODUCT

11.1 Files, data, documents, reports, assessments, evaluations, deliverables and any other work product (collectively, "Work Product") created or obtained by Consultant in connection with this Contract will become the property of HFSC immediately upon HFSC's payment of the invoice(s) associated with the Work Product.

11.2 Consultant warrants to HFSC that no person or entity other than Consultant owns any Intellectual Property Right to any Work Product. Consultant also warrants to HFSC that Consultant's Services and Work Product provided pursuant to this Contract do not violate any Intellectual Property Right of any third party.

11.3 Consultant will deliver the originals of Work Product to the CEO on request. Within five (5) business days after this Contract terminates or expires, Consultant will deliver to the CEO the originals of Work Product and all other files and materials Consultant produces or gathers during its performance under this Contract. Any original files, data, documents, reports, or other property, whether tangible or intangible, received from HFSC by the Consultant, remain the property of HFSC and will be returned by the Consultant upon request or at the termination of the Contract.

ARTICLE 12 CONFIDENTIALITY

12.1 During the term of this Contract, each Party may provide to the other Party Confidential Information to further discussions and enhance the outcome of the Contract between the Parties. "Confidential Information" shall mean information marked or otherwise identified as confidential by the Party providing Confidential Information ("Disclosing Party") or which the Disclosing Party regards or should reasonably be expected to regard as confidential and proprietary and disclosed to the Party receiving Confidential Information ("Recipient") in confidence including, but not limited to, know-how, trade secrets, all information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature, either in written documentation, oral or visual information, whether by inspection of parts or equipment or otherwise. In addition, any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information.

12.2 Recipient Obligations. The Recipient agrees to: (a) hold all Confidential Information in confidence and will not, directly or indirectly, publish, disseminate or otherwise disclose, deliver or make available to any third party any Confidential Information, except as expressly permitted in this Contract; (b) use Confidential Information solely for the Contract; (c) treat Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event with less than a reasonable degree of care; and (d) reproduce Confidential Information solely as necessary to accomplish the Contract. Recipient may disclose Confidential Information to its employees, consultants and agents on a need-to-know basis, but only if: (i) those employees, consultants and agents are bound by written obligations of confidentiality at least as restrictive as those in this Contract; (ii) Recipient remains liable for the compliance of those employees, consultants and agents; and (iii) such disclosures are required for the Contract.

12.3 Exceptions. The Recipient shall have no obligation of confidentiality and non-use with respect to any portion of Confidential Information that the Recipient can establish by competent evidence:

- (a) is, or later becomes, generally available to the public or trade by use, publication or the like, through no fault or omission of the Recipient;
- (b) is obtained from a third party who had the legal right to disclose the same to the Recipient;
- (c) is already in Recipient's possession other than by previous disclosure by the Provider; or
- (d) is independently developed at any time by or for the Recipient, its employees or agents with no knowledge of or access to the Confidential Information.

12.4 Compulsory Disclosure. In the event that the Recipient or anyone to whom it provides the Confidential Information pursuant to this Contract becomes legally required to disclose any such Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a

protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event that such protective order or other remedy is not obtained, the Recipient shall furnish only that portion of the Confidential Information that is legally required to be furnished in the opinion of the Recipient's counsel. Disclosure pursuant to Section 12.4 shall not be deemed an exception under Section 12.3 of this Contract.

12.5 Term of Confidentiality. The obligations of confidentiality and non-use set forth herein shall survive for a period of five (5) years after termination of this Contract.

12.6 Consultant and HFSC will implement and enforce all measures reasonably necessary to ensure that Consultant or HFSC does not disclose or use Confidential Information for any purpose other than meeting an obligation of this Contract. Consultant will not reveal or otherwise share any Confidential Information with any third person without the written approval of the CEO. In the event Consultant or HFSC reveals or otherwise shares Confidential Information with one or more employees, Consultants, or sub-Consultants of Consultant, Consultant will require all such persons not to reveal or share the Confidential Information with any other person.

12.7 For purposes of this Contract, each Party agrees to return to the other Party or to destroy, on demand and without delay, any and all Confidential Information (including all copies thereof) of the other Party that has come into the first Party's possession, except that (a) HFSC may retain copies of Core Forensic Information and (b) Consultant may retain such media and materials containing Confidential Information for customary archival and audit purposes (including for purposes of regulatory compliance).

12.8 Consultant acknowledges that information provided by Consultant to HFSC in connection with this Contract may be subject to the provisions of the Texas Public Information Act and may be made public.

12.9 Consultant's Duties to Assert Exemption from Disclosure as Public Information:

- (a) Regarding any document or other information submitted to HFSC that Consultant asserts is exempted by law from disclosure as a public information, Consultant will be set forth the document or other information on a separate page or pages and clearly marked "EXEMPT," "CONFIDENTIAL," or "TRADE SECRET" (as applicable), with the statutory basis for such claim of exemption(s) specifically identified in writing on each and every such page. Failure to segregate and so identify any such content will constitute a waiver of any claimed exemption as applied to the portion of the document or other information in which the content is set forth.
- (b) Consultant will not mark an entire page or paragraph "EXEMPT", "CONFIDENTIAL" or "TRADE SECRET" unless the entire page or paragraph consists of such Confidential Information. Consultant will indicate where the claimed exempt Confidential Information begins and ends.
- (c) Any claim of exemption from public disclosure is waived upon Consultant's submission to HFSC of a document or other information, unless addressed as set forth above.
- (d) It will be Consultant's responsibility to defend its claim of confidentiality through the judicial process.

12.10 Consultant acknowledges HFSC has informed Consultant that, pursuant to Texas law, an individual shall not be held criminally or civilly liable for disclosure of a trade secret or other confidential information if the disclosure (a) is made to a government official or to an attorney and is made solely for the purpose of

reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

12.11 All provisions of Article 12 will survive any termination or expiration of this Contract.

ARTICLE 13 ASSIGNMENT

Neither this Contract nor the rights or obligations of the Parties hereunder are transferable or assignable without the prior written consent of the non-assigning Party. Consultant shall notify HFSC prior to any such sale or other transfer of substantially all of the assets of the Consultant's business unit to which this Contract relates or in the event of its merger or consolidation with another entity. In the event that any such sale or other transfer of substantially all of the assets of the Consultant's business unit to which this Contract relates or in the event of its merger or consolidation with another entity conflicts with any local, state or federal law, treaty regulation, executive order or ordinance that prohibits HFSC from being a party to such Contract, then HFSC shall have the right to terminate the Contract in accordance with Article 8. Subject to the foregoing, the provisions of this Contract will apply to and bind the successors and permitted assigns of the Parties. Purported assignments and transfers in violation of this Section are void and shall be deemed material breaches of this Contract.

ARTICLE 14 RELATIONSHIP OF THE PARTIES

14.1 In making and performing this Contract, Consultant will act at all times as an independent Consultant and nothing contained in this Contract will be construed or implied to create an agency, partnership, joint venture or employer and employee relationship between Consultant and HFSC. At no time, will either Party make commitments or incur any charges or expenses for or in the name of the other Party except as specifically provided herein.

14.2 Consultant warrants and represents that Consultant is not and will not be entitled to and will not pursue any claim or litigation whatsoever for any termination pay, severance pay, compensation in lieu of notice, vacation pay, overtime pay, or any other right, benefit or entitlement available to an employee or to any individual with a status other than that of independent Consultant, either under statute, at common law, at equity or otherwise. This warranty and representation is a material one. In the absence of this warranty and representation, HFSC would not enter into this Contract.

ARTICLE 15 INSPECTION AND AUDITS

HFSC representatives may perform (1) audits of Consultant's books and records, and (2) inspections of all places where work is undertaken in connection with this Contract with advanced written notice at reasonable times. Consultant will keep its books and records available for this purpose for at least four years after this Contract terminates or expires. This provision does not affect the applicable statute of limitations.

ARTICLE 16 MISCELLANEOUS

16.1 Registration to Transact Business in Texas. Consultant has obtained (or will obtain no later than twenty calendar days after the Effective Date) authorization to transact business in Texas, as required by Section 9.001, Texas Business Organizations Code, as amended, and will maintain the said authorization until the expiration or termination of this Contract.

16.2 No Third-Party Beneficiaries. The terms, provisions, and covenants contained in this Contract will inure to the benefit of and be binding upon the Parties and their respective successors and legal representatives.

Unless expressly provided herein, this Contract is not made for the benefit of, nor may it be relied upon by, any third party.

16.3 Publicity. The parties will not make any announcement or release of information concerning matters pertinent to this Contract or use either parties name or logo in marketing materials or in any other way, unless the announcement or release has been approved in writing by the other Party.

16.4 Notices. Whenever any notice, consent, or approval (collectively, a "Notice") is required or permitted under this Contract, the Notice will be in writing and will be deemed to be delivered five (5) calendar days after being deposited in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, or, if delivery is in person, by facsimile, by electronic mail, or by courier, upon actual receipt (or upon attempted delivery if receipt is refused) by the Party to whom the Notice is being given.

16.5 Applicable Law; Construction. This Contract is performable in Harris County, Texas. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Contract. Any action brought to enforce or interpret this Contract must be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas. If any provision of this Contract requires judicial interpretation, the Parties hereby agree that the court interpreting the provision should not presume that a provision hereof is to be more strictly construed against the Party that prepared the provision. The Parties agree that both Parties have participated in the preparation of this Contract and that each Party has had a full opportunity to consult its legal counsel before the execution of this Contract. Captions contained in this Contract are for reference only and therefore have no effect in construing this Contract. The captions are not restrictive of the subject matter of any section in this Contract. If there is any conflict between any provision of the body of this Contract and any exhibit hereto, the provision of the body of this Contract will control.

16.6 Remedies Cumulative. Unless otherwise specified elsewhere in this Contract, the rights and remedies contained in this Contract are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.

16.7 Non-Waiver. A failure of either Party to insist on the strict performance of any of the Contracts herein or to exercise any rights or remedies hereunder will not be considered a waiver of the Party's right to insist on and to enforce strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

16.8 Severability. Each provision of this Contract is, and will be construed as, a separate and independent Contract. If any provision of this Contract is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Contract will not be affected thereby.

16.9 Survival. Each Party will remain obligated to the other Party under all clauses of this Contract that expressly or by their nature extend beyond the expiration or the termination of this Contract.

16.10 Changes in Law. The Parties agree that, if a law or regulation pertinent to this Contract changes during the term of this Contract, the Parties will negotiate in good faith to amend this Contract as reasonably may be required to carry out the intentions and the terms of this Contract.

16.11 Further Assurances. Each party agrees to cause to be executed and delivered such other instruments as reasonably may be required to carry out the intentions and the terms of this Contract.

16.12 Authority. Each Party represents and warrants that all consents or approvals required for the respective Party's execution, delivery and performance of this Contract have been obtained and that the respective Party has the right and authority to enter into and perform its obligations under this Contract.

16.13 No Conflict of Interest. Consultant warrants that it is free to enter into this Contract and that this engagement does not violate the terms of any Contract between Consultant and any third party. During the term of this Contract, Consultant will devote as much of its productive time, energy, and abilities to the performance of its duties hereunder as is necessary to perform the Services in a timely and productive manner. Consultant is free to perform services for other parties while performing the Services for HFSC, except that Consultant will not provide services to another person or entity if doing so would conflict with the interests of HFSC. Consultant shall comply with Chapter 176 of the Texas Local Government Code, as amended. Consultant's failure to comply will make this Contract voidable at HFSC's option.

Consultant will not accept – directly or indirectly - compensation, gifts, gratuities, entertainment, or other favors (collectively, any "Benefit") from individuals or entities when the party offering such Benefit does so under circumstances that might create the perception that such action was intended to influence Consultant in connection with any recommendation to HFSC regarding a product, service or vendor, or any other aspect of Consultant's performance under this Contract.

Consultant shall provide written notification to HFSC within five working days of the discovery of any potential conflict of interest.

16.14 Disputes. If Consultant disputes anything regarding this Contract, Consultant shall submit the dispute in writing to HFSC's CEO (or, to the Chair of HFSC's Board of Directors if the CEO signed this Contract). HFSC will respond to Consultant in writing. The Parties will negotiate the dispute in good faith until a mutually agreed upon resolution is reached or one Party issues a written notice of termination of this Contract.

16.15 Entire Agreement. This Contract contains the entire agreement between the Parties, and no agreement will be effective to change or modify this Contract in whole or in part unless such Contract is in writing and duly authorized and signed by the Party against whom enforcement of such change or modification is sought. This Contract supersedes all prior proposals and previous negotiations, if any.

Any additions or modifications to this Contract must be made in writing and must be signed by all Parties. This Contract may be executed by the Parties in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which shall constitute one and the same Contract. The Parties agree that this Contract, if affixed with a digital signature or signed and submitted by facsimile, or by e-mail as a scanned document, will be deemed an original signed Contract binding on the Parties. Paragraph headings are for convenience only and shall not be used in the interpretation of this Contract or construed as a limitation of the scope of the particular section to which they refer.

IN WITNESS WHEREOF, the Parties have executed this Contract by the duly authorized representatives on the dates indicated below. This Contract may be executed in multiple copies, each of which will be deemed an original.

Houston Forensic Science Center, Inc.

<<Agreement_Contracting_Party>>

By: {{!##{Name:"JotBlock 1"}##!}}

By: {{!##{Name:"JotBlock 2"}##!}}

Printed Name:

<<Agreement_HFSC_Signer>>

Title: <<Agreement_HFSC_Signer_Title>>

Date: <<Today__e>>

Printed Name:

<<Contracting_Party_Signer_Name>>

Title: <<Contracting_Party_Signer_Title>>

Date: <<Today__e>>