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2012-0052

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR ASSESSMENT CENTER PROCESS (RANK OF POLICE SERGEANT) ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a home rule city of the State of Texas, and **MORRIS & McDANIEL, INC.** ("Contractor"), a Mississippi corporation, authorized to do business in the State of Texas. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

Chief, Houston Police Department
or Designee
City of Houston
1200 Travis
Houston, Texas 77002

Contractor

Morris & McDaniel, Inc.
117 South Saint Asaph Street
Alexandria, VA 22314
Phone Number: 703-836-3600

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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H. Pay or Play

C. Parts Incorporated

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

D. Signatures

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

ATTEST:

By: _____
Name: Roger McMillin
Title: Vice President
Tax I.D. 64-0595753

MORRIS & MCDANIEL, INC.

By: _____
Name: David M Morris
Title: President

ATTEST/SEAL:
Signed by:

_____
City Secretary

CITY OF HOUSTON, TEXAS

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
City Controller

APPROVED:

_____
Chief, Houston Police Department

DATE COUNTERSIGNED:

1-30-12

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney
LD File No. 0371100274001

II. DEFINITIONS

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

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

"Assessment Subcommittee" means the committee made up of Houston Police Department management representatives and Houston Police Officers Union representatives responsible for the Assessment Center Process and its compliance with 'Meet and Confer' requirements. The Assessment Subcommittee is sometimes referred to as the Subcommittee.

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

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

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

"Department" means Houston Police Department.

"Director" means the Chief of the Houston Police Department, or the person he or she designates.

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

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

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

delegated authority.

"Project" means the promotional examination and assessment center process for the position of Police Sergeant in the Houston Police Department.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the basic services for the Project described in Exhibit "A."

B. Coordinate Performance

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

C. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

D. Personnel of the Contractor

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

E. **RELEASE**

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

F. **INDEMNIFICATION**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY INCLUDING ANY LOSS, DAMAGE, CLAIM, COST, EXPENSE AND LIABILITY, INCLUDING ALL INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, WHICH MAY BE INCURRED BY OR ASSERTED AGAINST CITY ARISING OUT OR RELELATED TO CONTRACTOR'S BREACH OF CONTRACT, REGARDLESS OF WHETHER THE DAMAGES ARE ACTUAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, SUSTAINED IN CONNECTION WITH OR

INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

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

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

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

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE,EXCEPT FOR DIRECT AND/OR CONSEQUENTIAL DAMAGES RESULTING FORM BREACH OF CONTRACT, WHICH SHALL BE LIMITED TO ALL INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

G. **INDEMNIFICATION PROCEDURES**

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

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

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

(2) Defense of Claims

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

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or

agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

H. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

(1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

(Coverage)	(Limit of Liability)
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability Bodily Injury by Disease $500,000 (policy limit) Bodily Injury by Disease $500,000 (each employee)	Bodily Injury by accident $500,000 (each accident)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of $500,000 each Occurrence and $1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	$1,000,000 combined single limit per occurrence
Professional Liability Coverage per occurrence	$1,000,000 combined single limit

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

(2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required

coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

(3) Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

(4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

(5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

(6) Cancellation. Each policy may not be canceled, materially modified, or nonrenewed unless the Contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

(8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than $500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

(11) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

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

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

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

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

I. Warranties

Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

J. Confidentiality - Protection of City's Interest

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

K. Use of Work Products

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

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

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

L. Licenses and Permits

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

M. Compliance with Laws

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

N. Compliance with Equal Opportunity Ordinance

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

O. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence

Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

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

(a) a copy of its drug-free workplace policy,

(b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C," together with a written designation of all safety impact positions and,

(c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D."

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

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

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

P. Pay or Play

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

Q. Contractor Performance

Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

R. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 5% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

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

IV. DUTIES OF CITY

A. Payment Terms

The City shall pay Contractor for the basic services Contractor renders under this Agreement in accordance with the budget set forth in Exhibit "F."

B. Expenses and Reimbursement

Reimbursable expenses include the following:

(1) the ordinary and reasonable cost, including any sales tax Contractor is legally required to pay, for monitors, facilities, tables and chairs as described in Exhibit "F" Contractor incurs during its performance of services under this Agreement; and

(2) the ordinary and reasonable costs of travel to points outside of Houston by Contractor's representatives, not to exceed the amount established under the City's then-current travel reimbursement policy for its employees, if the travel is reasonably necessary to accomplish a task and authorized by the Director.

C. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of

these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

D. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director showing the phase that has been performed and the tasks related to such phase that have been performed. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

E. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. If the dispute is settled in favor of the Firm, the Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. If the dispute is settled in favor of the City, the City shall not pay the disputed amount.

F. Limit of Appropriation

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

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of $60,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this

Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for three years, unless sooner terminated under this Agreement. Contractor shall not commence services

hereunder until such time as the Director issues a notice to proceed to Contractor authorizing the initiation of services. All dates set forth in Exhibit "A" shall begin, not from the Countersignature Date, but from the issuance of the notice to proceed.

B. Renewals

Upon expiration of the initial term and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms or portion thereof upon the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

C. Termination for Convenience by City

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

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION

FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

(1) Contractor fails to perform any of its duties under this Agreement;

(2) Contractor becomes insolvent;

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

(4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date,

then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

E. Termination for Cause by Contractor

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

VI. MISCELLANEOUS

A. Independent Contractor

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

B. Force Majeure

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

2. This relief is not applicable unless the affected party does the following:

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

(b) provides the other party with prompt written notice of the cause and its anticipated effect.

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

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

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

6. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

C. Severability

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

D. Entire Agreement

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

E. Written Amendment

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

F. Applicable Laws

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

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

G. Notices

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

H. Captions

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

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

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

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's

compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

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

M. Survival

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

N. Publicity

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

O. Risk of Loss

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

P. Parties In Interest

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

Q. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out

in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

R. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

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

S. Remedies Cumulative

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

T. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR

HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

EXHIBIT "A"

SCOPE OF SERVICE

PROMOTIONAL AND ASSESSMENT TESTING SERVICES FOR SERGEANTS

1.0 OVERVIEW:

1.1 Contractor shall provide turnkey services related to promotional and assessment testing for the rank of "Sergeants" for the Houston Police Department. Contractor represents that it has the qualifications and past experience of providing such services to a large metropolitan law enforcement agency.

1.2 The Houston Police Department (HPD) is composed of 5,291 classified and 1,459 civilian personnel. The classified ranks include 937 Sergeants, 194 Lieutenants, 43 Captains, 10 Assistant Chiefs, four Executive Assistant Chiefs, and a Chief of Police (as of September, 2011). The City of Houston is the fourth largest city in the United States with, according to the 2010 census, a population of 2.1 million and occupying 579 square miles.

1.3 The written test and assessment center jointly comprise HPD's current method of choosing top qualified candidates for promotion. This process is in compliance with the March 30, 2011 "Meet and Confer Agreement" between the City and the Majority Bargaining Agent (MBA). A Labor Relations Subcommittee (aka the Subcommittee) was assigned to oversee the promotional process.

1.4 Among other specific duties, the Contractor shall recommend a "book list" for the written test, to include development, administering, scoring the written test, ranking candidates, handling appeals, assessing the top 200 candidates, and always keeping the Subcommittee fully informed. The Contractor shall develop an assessment center process, manage candidates for assessment, and oversee the entire pre-selection process.

1.5 As of December 18, 2011, 2870 Officers will be eligible to sit for the written Sergeant's test. The last promotional test for the rank of Sergeant was given April 14, 2009. Of the eligible Officers that year, 595 took the written test.

2.0 ELEMENTS OF THE PROCESS:

2.1 **Timelines** – NOTE: the Subcommittee can modify time frames, if needed, but if not in conflict with the Meet and Confer Agreement.

2.1.1 The Contractor shall have 15 calendar days from the issuance of the "Notice to Proceed" to provide the Subcommittee a recommendation of materials (e.g., books, publications, etc.) to be used for the written test.

2.1.2 Five calendar days after the recommended book list is submitted, the Subcommittee shall provide the notice of the final list of study material to both, the Contractor and the Chief of Police for publication to the candidates. The

written test date and the number of positions available shall be given to the Chief of Police for the official announcement.

2.1.3 At least five to 10 business days prior to the written test, the Contractor shall meet with the Subcommittee Chairman and others specified by the Chairman, to finalize test date procedures (e.g., how candidates shall be seated, items allowed/disallowed in the testing area, etc.).

2.1.4 Fifteen calendar days before the written test, the Contractor shall complete the written test. The Contractor shall submit a plan on how this shall be accomplished without destroying the integrity and security of the written test.

2.1.5 Within 21 calendar days from the "Notice to Proceed," the Contractor shall submit a written plan illustrating the plan for the assessment center process, in assessing the top 200 candidates from the written exam.

2.1.6 The written test shall be given 45 to 50 calendar days after the official announcement of the "book list" to the candidates.

2.1.7 NOTE: At the time the test shall be announced, the Chief of Police shall declare the number of existing and anticipated openings to occur over the life of the list.

2.2 **Preparation:**

2.2.1 Job Analysis - Upon receipt of the "Notice to Proceed" and using HPD's current job analysis and Standard Procedures for the rank of Sergeant, the Contractor shall review the job analysis documents to determine whether they meet the Contractor's' standards, and if not, conduct a job analysis of their own. The Contractor shall review the provided job description information, conduct supplemental job analysis as needed, and document the linkage between the critical knowledge, skills, and abilities (KSA's), and the final selection device (both the written test and assessment process).

2.2.1.1 The written test and assessment center exercises shall be developed specifically for the rank of Sergeants in the Houston Police Department (HPD). The written test and assessment center exercises shall be based on job content and responsibility for HPD Sergeants. This will include knowledge, skills and abilities (KSA's) determined by the job analysis.

2.2.2 Select Materials:

2.2.2.1 No more than three source materials that are related to the job duties and responsibilities of HPD Sergeants shall be chosen. These materials may include, but are not limited to any combination of the following: a) HPD Policies/ General Orders; b) the current "Meet and Confer Labor Agreement"; and, c) a Professional Publication--which could include a textbook or a compilation of professional articles. The

Contractor shall also determine the availability of the publications suggested and report the findings to the Subcommittee.

2.2.3 Standards:

2.2.3.1 The Contractor shall deliver a valid selection device as defined by the Standards for Educational and Psychological Testing (1999) issued by the American Psychological Association (APA), the American Educational Research Association and the National Council on Measurement in Education; the Uniform Guidelines on Employee Selection Procedures (UGESP, 1978); and the Principles for the Validation and Use of Personnel Selection Procedures (4th edition, 2003) issued by the Society for Industrial and Organizational Psychology of the APA.

2.2.4 Testing Site:

2.2.4.1 The Contractor shall be required to acquire the George R. Brown Convention Center, Reliant Center, E.B. Cape Center, or another venue both, appropriate to the test group expected and acceptable to the Committee. For this test, there shall likely be at least 600 persons, with a maximum of 2,870 persons.

2.2.4.2 The Contractor shall be responsible for providing the facility, the monitors, proctors, and security for all phases of the written test. The Contractor shall provide a minimum of one monitor/proctor for each 20 candidates, or portion thereof, taking the written test. All materials for the test shall be provided by the Contractor. The Contractor shall provide high quality #2 pencils with good quality erasers, and shall provide at least three electronic test-grading machines. Each answer sheet shall have no more than 100 answer blanks. There may be as many as 2,870 persons registered to take the written test. Six-foot tables shall be required with no more than two candidates seated at each table.

2.2.5 Test Composition:

2.2.5.1 A validated written test shall be developed from the selection of books and/or publications approved by the Subcommittee. The selection of books and/or publications shall be held confidential until the official departmental notice of the promotional opportunity is released.

2.2.5.2 The Contractor shall not utilize any questions from previously conducted promotional exams given to HPD or other agencies. Exam questions shall be validated. The questions must be formulated from the books and/or publications listed on the official announcement.

2.2.6 Relationships:

2.2.6.1 The Contractor shall notify the Subcommittee in writing if any candidates are known by the Contractor's personnel, and the extent of the relationship. If a proposed staff person is acquainted with any candidate, that staff person shall be removed from the Contractor's staff performing the testing and evaluations for the City.

2.3 **The Written Test:**

2.3.1 A list of all candidates eligible to be tested shall be given to the Contractor to determine the length of time necessary to perform the actual testing procedure. The City shall provide the eligibility list and point(s) for seniority/education/military that are available for each candidate. The Contractor shall not publish or furnish this information to anyone other than the Subcommittee or the Chief of Police.

2.3.2 The written test shall consist of 100 multiple-choice questions. Questions shall be organized by source (i.e., all questions from a specific book shall be grouped together, with that source referenced at the beginning of the section). Further, a specific reference of the question's source (to include chapter, General Order number or Article number) shall be printed on the test--along with each question. The grade shall be based on a passing score of 70 out of a maximum 100 points. Each test shall be graded onsite and immediately after a candidate has finished the exam. The Contractor shall provide the written score to the candidate at that time.

2.3.2.1 The Contractor shall generate a preliminary ranked list of those that scored 70 or more points. The list and item analysis (a specific description of each question, its detailed source, and any other supporting documentation) shall also be furnished to the Subcommittee no later than the close of the next business day. Any tie scores on the written test shall be broken by the standard tie-breaking procedures currently in existence for written promotional tests--as prescribed by current Police Civil Service law and Police Civil Service Commission rules. Prior to and after testing, the finalized examination shall be kept in a safe and secure manner by the Contractor.

2.3.3 The Contractor shall provide a discussion session of the test questions immediately after all participants have completed the test, and after the grades have been furnished. This session shall be videotaped by the Contractor.

2.3.4 Any candidate who has taken a written promotional examination may, within five business days of the posting of the written promotional exam results, review his/her examination results and then file an appeal of any question(s) on the test. Examination reviews must be performed on the candidate's off-duty time. The appeals shall be filed with the Subcommittee. The appeals shall be given to the

Contractor who shall respond to the appeal(s) within five business days and make a recommendation for a resolution of the question at issue, to the Subcommittee. The Subcommittee shall determine within five business days after receiving the Contractor's response, what action needs to be taken on the question before informing both, the candidate and the Contractor.

2.3.5 The Contractor shall have a representative present for the entire five business days to process any appeals.

2.3.6 The Contractor shall use the following procedures or methods to handle the appeals process:

2.3.6.1 Decision criteria,
2.3.6.2 Statistical analysis,
2.3.6.3 Quality control, and
2.3.6.4 Others as needed.

2.3.7 If a new rank order list needs to be created as a result of the removal of any question, the Contractor shall create it within three (3) business days, and provide it to the Subcommittee for posting.

2.3.8 After the post-appeal "rank order list" from the written examination has been established, those who scored 70% or higher on the written exam shall have a preliminary score calculated by the Contractor as follows:

Written Test Score +	Maximum of 100 x .60	60 Pts.
Seniority Points +	Maximum of 10 @ 1 per year	10 Pts.
Education*	1 – Bachelor's Degree 2 – Master's Degree 3 – Doctorate Degree	3 Pts Max. or
Military*	1**	1 Pt.
Max Possible Points		73 Pts. Max

(*) Can achieve Education point(s) or a Military point, but NOT both. (Education points are not cumulative.)

(**) Honorable Discharge on DD214 or ongoing Reserve or National Guard Service (minimum 4 years).

2.4 **Assessment Center:**

2.4.1 The Contractor, or a subcontractor under the auspices and supervision of the Contractor, shall perform an assessment of the highest ranked test scorers over a minimum score of 70 percent, in the following manner for the rank of Sergeant:

the top 200 eligible-ranked Officers; and any additional assessments (bands) shall be in increments of 25. The department may elect to assess multiple bands simultaneously as long as the bands are ranked separately.

2.4.2 The Contractor shall select the assessors who meet the following criteria:

2.4.2.1 Equivalent or above-in-rank to the promotion;
2.4.2.2 From cities with a population of 200,000 or greater;
2.4.2.3 Those not residing in the Houston Standard Metropolitan Statistical Area;
2.4.2.4 Are not related to any candidate for promotion;
2.4.2.5 Are not personally known to any candidate for promotion;
2.4.2.6 Have at least two years experience in the rank being assessed, or an equivalent rank;
2.4.2.7 Are not a current or former employee of the City of Houston HPD, the Majority Bargaining Agent (MBA), or any other HPD-employee group.

2.4.3 The Contractor shall conduct one or more orientation sessions for candidates prior to administering the assessment cadre. The Contractor may not deem the orientation mandatory, since participation in the orientation is totally voluntary. All orientation sessions shall be videotaped by the Contractor. The Contractor shall submit the proposed location and time of the orientation to the Subcommittee for approval.

2.4.4 The Contractor shall design the assessment cadre from among the following exercises:

2.4.4.1 In-Basket,
2.4.4.2 Problem Solving/Analysis,
2.4.4.3 Oral Resumes/Structured Interviews,
2.4.4.4 Role Playing,
2.4.4.5 Memo/Report Writing,
2.4.4.6 Oral Presentation/Plan Preparation,
2.4.4.7 Structured Interviews,
2.4.4.8 Staff Meeting,
2.4.4.9 Special event/Operations, and
2.4.4.10 "Others" as they are established and determined to be reasonably valid predictors of job-related characteristics for the rank being assessed.

2.4.5 The Contractor shall not be required to utilize all of the exercises above, but may select the exercises (or) combine the listed exercises into one or more exercises that are best suited for the rank being assessed. The exercises must measure the critical KSAs and be valid predictors of successful job performance. An example of previous assessment center exercises shall be also requested.

2.4.6 The Contractor shall be required to submit a list of all assessors and alternates, including name, rank, qualifications, and biography. The Subcommittee shall have the right to refuse any of those listed above.

2.4.7 The assessors selected by the Contractor shall assess the candidates for the rank of Sergeant. The assessors shall award up to 40 points to each candidate participating in the assessment center exercises without regard to the candidates' race, sex, religion, age, or national origin. The Contractor shall conduct all assessments on like exercises for all candidates in one setting. Multiple exercises shall be performed over several days, but all candidates shall be assessed on like exercises before adjourning for the day. The assessment testing shall be videotaped by the Contractor. The Contractor shall be responsible for security and confidentiality in all phases of the assessment process. The Contractor shall be responsible for providing a facility that is acceptable to the Subcommittee for conducting assessment-center exercises.

2.4.8 For continued promotional consideration, a candidate shall score at least half the total possible points available in the assessment. After the assessment scoring has been completed, the total score shall be calculated by the Contractor as follows:

Preliminary Score	Maximum of 73	73 Pts.
+		
Assessment Score	Maximum of 40	40 Pts.
[redacted]		113 Pts.

2.4.9 A final ranked list shall be created of all eligible candidates assessed by the Contractor.

2.4.10 Within 15 calendar days of the last assessment day, the Contractor shall submit a report of each candidate's assessment center performance to the Subcommittee. These reports shall discuss the candidate's strengths and weaknesses for each assessment center activity, and shall be format-ready for the Subcommittee to distribute to candidates.

2.4.11 The list of eligible candidates for promotion shall remain in effect for two years, calculated from the date of the original written exam.

2.5 **Challenges to the Process:**

2.5.1 The March 30, 2011 "Meet and Confer Agreement" between the City and the Majority Bargaining Agent (MBA), regarding candidate's appeals, provides that nothing in the assessment process shall be appealed either, to the Civil Service Commission or to the District Court.

2.5.2 The Contractor shall be responsible for the defense of all appeals and legal challenges of the process, and of the promotional list developed under this Agreement. The Contractor shall represent the City as an expert witness in all court proceedings and grievances throughout the process against all claims regarding the testing and assessment procedures.

2.5.3 The Contractor shall be prepared, if necessary, to provide expert testimony before governing bodies, in a civil service hearing or in a court of law.

2.6 **Final Matters:**

2.6.1 The Contractor shall document the assessment center process in a formal report to be completed and submitted to the Subcommittee prior to termination of the Agreement. Within 30 calendar days after the final list has been certified, a validation report on the written test and any appeals as well as the assessment process shall be submitted. This shall be provided to the Chief of Police and the Subcommittee.

2.6.2 The City shall retain ownership of all documents, written tests, assessment center exercises, videotapes, and reports developed through the terms of this Agreement.

2.6.3 If the Contractor fails or refuses to perform as requested, this Agreement shall be cancelled.

2.7 **The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**

If requested by the Director, Contractor shall provide additional assessments during the term of this Agreement for returning service members who qualify pursuant to USERRA. The promotional test and assessment center shall be conducted in accordance with USERRA requirement.

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

I, David M. Morris, President as an owner or officer of
(Name) (Print/Type) (Title)
Morris + McDaniel, Inc. (Contractor)
(Name of Company)

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

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

4. Submit semi-annual Drug Policy Compliance Declarations.

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

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

January 3, 2012
Date

David M. Morris
Contractor Name

David M. Morris
Signature

President
Title

EXHIBIT "D"

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

I, David M Morris, President,
(Name) (Title)

as an owner or officer of Morris + McDaniel, Inc. (Contractor)
(Name of Company)

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

in performing Promotional + Assessment Testing Services for Sergeants
(Project)

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

January 3, 2012
(Date)

David M. Morris
(Typed or Printed Name)

David M. Morris
(Signature)

President
(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, David M. Morris, President as an owner or officer of
(Name) (Print/Type) (Title)

Morris & McDaniel, Inc. (Contractor)
(Name of Company)

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

This reporting period covers the preceding 6 months from July 3, 2011 to Jan 3, 2012.

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

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

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

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

DMM
Initials — From July 3, 2011 (Start date) to January 3, 2012 (End date) the following test has occurred

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

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

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

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

January 3, 2012
(Date)

David M. Morris
(Typed or Printed Name)

David M. Morris
(Signature)

President
(Title)

EXHIBIT "F"

PRICING FORM T24079 SERGEANTS' ASSESSMENT

[1ST Round] Written Test

CATEGORY 1A:	STAFF – REIMBURSABLE EXPENSES			
Staff Name/Title	**No. Hours**	**Hourly Rate**	**Extended Costs**	
David Morris/Proj Dir	40	$225.00	$9,000.00	
Joe Nassar/Ass't. Proj Dir	40	$175.00	$7,000.00	
Mark Mincy/Sr. Tech	40	$175.00	$7,000.00	
Kim Anderson/Sr. Tech	40	$175.00	$7,000.00	
Roger McMillin/Tech	42	$125.00	$5,250.00	
Margaret McDonald/Tech	42	$125.00	$5,250.00	
Mayra Prado	40	$125.00	$5,000.00	
LUMP SUM TOTAL:			**$45,500.00**	**1A**

CATEGORY 1B:	STAFF TRAVEL REIMBURSABLE EXPENSES			
	Number (or) Days	**Daily Rate**	**Extended Costs**	
Airfare Tickets (Roundtrip)	12	$500.00	$6,000.00	
Baggage Fees	12	$50.00	$600.00	
Ground Transportation (Autos, Parking, etc.)	6	$75.00	$450.00	
Hotel Accommodations	12	$150.00	$1,800.00	
Meals (Per Diem/Day)	24	$50.00	$1,200.00	
LUMP SUM TOTAL:			**$10,050.00**	**1B**

CATEGORY 1C:	FACILITIES, EQUIPMENT, MONITORING, AND MISCELLANEOUS			
	Lump Sum Costs			
Facilities Rentals	$11,300.00			
Equipment / Media Rental / Materials				
Exam Review and Test Prepping				
Written Test Administering				
Monitoring (Security / Proctors)	$12,500.00			
Miscellaneous (itemize expenses on separate sheet)				
LUMP SUM TOTAL:	**$23,800.00**			**1C**

CATEGORY 1D:	DEFENDING CHALLENGES TO WRITTEN TEST (N/A for Assessments)			
	Hourly Rate	**Per 40 Hours**	**Extended Costs**	
Consulting Fees (advice/defense testimony)	250	$10,000.00	$10,000.00	
Additional Staff Support				
Est. Personnel Travel Costs and related Expenses. (Itemize cost components on separate page.)			$2,200.00	
LUMP SUM TOTAL:			**$12,200.00**	**1D**

		Category 1A	**$45,500.00**	
		Category 1B	**$10,050.00**	
		Category 1C	**$23,800.00**	
		Category 1D	**$12,200.00**	
1ST WRITTEN TEST SUM:		**TOTAL:**	**$91,550.00**	**1A-1D**

[1ST Round] Assessor Fees for up to 200 Candidates

CATEGORY 2A:	STAFF – REIMBURSABLE EXPENSES			
Staff Name/Title	No. Hours	Hourly Rate	Extended Costs	
David Morris/Proj Dir	60	$225.00	$13,500.00	
Joe Nassar/Ass't. Proj Dir	60	$175.00	$10,500.00	
Mark Mincy/Sr. Tech	60	$175.00	$10,500.00	
Kim Anderson/Sr. Tech	60	$175.00	$10,500.00	
Roger McMillin/Tech	48	$125.00	$6,000.00	
Margaret McDonald/Tech	48	$125.00	$6,000.00	
Mayra Prado	48	$125.00	$6,000.00	
LUMP SUM TOTAL:			**$63,000.00**	**2A**

CATEGORY 2B:	STAFF TRAVEL REIMBURSABLE EXPENSES			
	Number (or) Days	Daily Rate	Extended Costs	
Airfare Tickets (Roundtrip)	41	$500.00	$20,500.00	
Baggage Fees	41	$50.00	$2,050.00	
Ground Transportation (Autos, Parking, etc.)			$2,505.00	
Hotel Accommodations	251	$150.00	$37,650.00	
Meals (Per Diem/Day)	279	$50.00	$13,950.00	
LUMP SUM TOTAL:			**$76,655.00**	**2B**

CATEGORY 2C:	FACILITIES, EQUIPMENT, MONITORING, AND MISCELLANEOUS			
	Lump Sum Costs			
Facilities Rentals	$14,500.00			
Equipment / Media Rental / Materials	$5,600.00			
Assessment Prep and Review				
Assessment Center (Scoring, Feedback, Submission, and				
Monitoring (Security / Proctors)	$12,500.00			
Miscellaneous (itemize expenses on separate sheet)				
LUMP SUM TOTAL:	**$32,600.00**			**2C**

		Category 2A	$63,000.00	
		Category 2B	$76,655.00	
		Category 2C	$32,600.00	
1ST ROUND ASSESSOR FEES:		**TOTAL:**	**$172,255.00**	**2A-2C**

[1ST Round] Subsequent Assessment Pools (25 Candidates Each)

CATEGORY 3A:	ASSESSOR STAFF – REIMBURSABLE EXPENSES			
Staff Name/Title	No. Hours	Hourly Rate	Extended Costs	
David Morris/Proj Dir	48	$225.00	$10,800.00	
Joe Nassar/Ass't. Proj Dir	24	$175.00	$4,200.00	
Mark Mincy/Sr. Tech	8	$175.00	$1,400.00	
Kim Anderson/Sr. Tech	8	$175.00	$1,400.00	
Roger McMillin/Tech	0	$125.00	$-0-	
Margaret McDonald/Tech	0	$125.00	$-0-	
Mayra Prado	4	$125.00	$500.00	
LUMP SUM TOTAL:			$18,300.00	3A

CATEGORY 3B:	STAFF AND ASSESSORS TRAVEL REIMBURSABLE EXPENSES			
	Number (or) Days	Daily Rate	Extended Costs	
Airfare Tickets (Roundtrip)	6	$500.00	$3,000.00	
Baggage Fees	6	$50.00	$300.00	
Ground Transportation (Autos, Parking, etc.)			$730.00	
Hotel Accommodations	10	$150.00	$1,500.00	
Meals (Per Diem/Day)	12	$50.00	$600.00	
LUMP SUM TOTAL:			$6,130.00	3B

CATEGORY 3C:	FACILITIES, EQUIPMENT, MONITORING, AND MISCELLANEOUS			
	Lump Sum Costs			
Facilities Rentals	$2,750.00			
Equipment / Media Rental / Materials				
Assessment Prep and Review				
Assessment Center (Scoring, Feedback, Submission, and				
Monitoring (Security / Proctors)				
Miscellaneous (itemize expenses on separate sheet)				
LUMP SUM TOTAL:	$2,750.00			3C

		Category 2A	$18,300.00	
		Category 2B	$6,130.00	
		Category 2C	$2,750.00	
1ST ROUND ASSESSMENT POOLS::	*25 CANDIDATES EACH*	TOTAL:	$27,180.00	3A-3C

TOTAL:	$91,550.00	1A-1D
TOTAL:	$172,255.00	2A-2C
TOTAL:	$27,180.00	3A-3C
1ST TEST GRAND TOTAL:	$290,985.00	

[2ND Round] Written Test

CATEGORY 1A:	STAFF – REIMBURSABLE EXPENSES			
Staff Name/Title	**No. Hours**	**Hourly Rate**	**Extended Costs**	
David Morris/Proj Dir	40	$225.00	$9,000.00	
Joe Nassar/Ass't. Proj Dir	40	$175.00	$7,000.00	
Mark Mincy/Sr. Tech	40	$175.00	$7,000.00	
Kim Anderson/Sr. Tech	40	$175.00	$7,000.00	
Roger McMillin/Tech	42	$125.00	$5,250.00	
Margaret McDonald/Tech	42	$125.00	$5,250.00	
Mayra Prado	40	$125.00	$5,000.00	
LUMP SUM TOTAL:			**$45,500.00**	**1A**

CATEGORY 1B:	STAFF TRAVEL REIMBURSABLE EXPENSES			
	Number (or) Days	**Daily Rate**	**Extended Costs**	
Airfare Tickets (Roundtrip)	12	$500.00	$6,000.00	
Baggage Fees	12	$50.00	$600.00	
Ground Transportation (Autos, Parking, etc.)	6	$75.00	$450.00	
Hotel Accommodations	12	$150.00	$1,800.00	
Meals (Per Diem/Day)	24	$50.00	$1,200.00	
LUMP SUM TOTAL:			**$10,050.00**	**1B**

CATEGORY 1C:	FACILITIES, EQUIPMENT, MONITORING, AND MISCELLANEOUS			
	Lump Sum Costs			
Facilities Rentals	$11,300.00			
Equipment / Media Rental / Materials				
Exam Review and Test Prepping				
Written Test Administering				
Monitoring (Security / Proctors)	$12,500.00			
Miscellaneous (itemize expenses on separate sheet)				
LUMP SUM TOTAL:	**$23,800.00**			**1C**

CATEGORY 1D:	DEFENDING CHALLENGES TO WRITTEN TEST (N/A for Assessments)			
	Hourly Rate	**Per 40 Hours**	**Extended Costs**	
Consulting Fees (advice/defense testimony)	250	$10,000.00	$10,000.00	
Additional Staff Support				
Est. Personnel Travel Costs and Related Expenses. (Itemize cost components on separate page.)			2,200.00	
LUMP SUM TOTAL:			**$12,200.00**	**1D**

		Category 1A	$45,500.00	
		Category 1B	$10,050.00	
		Category 1C	$23,800.00	
		Category 1D	$12,200.00	
2nd WRITTEN TEST SUM:		**TOTAL:**	**$91,550.00**	**1A-1D**

[2nd Round] Assessor Fees for up to 200 Candidates

CATEGORY 2A:	ASSESSOR STAFF – REIMBURSABLE EXPENSES			
Staff Name/Title	No. Hours	Hourly Rate	Extended Costs	
David Morris/Proj Dir	60	$225.00	$13,500.00	
Joe Nassar/Ass't. Proj Dir	60	$175.00	$10,500.00	
Mark Mincy/Sr. Tech	60	$175.00	$10,500.00	
Kim Anderson/Sr. Tech	60	$175.00	$10,500.00	
Roger McMillin/Tech	48	$125.00	$6,000.00	
Margaret McDonald/Tech	48	$125.00	$6,000.00	
Mayra Prado	48	$125.00	$6,000.00	
LUMP SUM TOTAL:			**$63,000.00**	**2A**

CATEGORY 2B:	STAFF AND ASSESSOR TRAVEL REIMBURSABLE EXPENSES			
	Number (or) Days	Daily Rate	Extended Costs	
Airfare Tickets (Roundtrip)	41	$500.00	$20,500.00	
Baggage Fees	41	$50.00	$2,050.00	
Ground Transportation (Autos, Parking, etc.)			$2,505.00	
Hotel Accommodations	251	$150.00	$37,650.00	
Meals (Per Diem/Day)	279	$50.00	$13,950.00	
LUMP SUM TOTAL:			**$76,655.00**	**2B**

CATEGORY 2C:	FACILITIES, EQUIPMENT, MONITORING, AND MISCELLANEOUS			
	Lump Sum Costs			
Facilities Rentals	$14,500.00			
Equipment / Media Rental / Materials	$5,600.00			
Assessment Prep and Review				
Assessment Center (Scoring, Feedback, Submission, and Reporting)				
Monitoring (Security / Proctors)	$12,500.00			
Miscellaneous (Itemize expenses on separate sheet)				
LUMP SUM TOTAL:	**$32,600.00**			**2C**

	Category 2A	**$63,000.00**	
	Category 2B	**$76,655.00**	
	Category 2C	**$32,600.00**	
2ND ROUND ASSESSOR FEES:	**TOTAL:**	**$172,255.00**	**2A-2C**

[2nd Round] Subsequent Assessment Pools (25 Candidates Each)

CATEGORY 3A:	ASSESSOR STAFF – REIMBURSABLE EXPENSES			
Staff Name/Title	No. Hours	Hourly Rate	Extended Costs	
David Morris/Proj Dir	48	$225.00	$10,800.00	
Joe Nassar/Ass't. Proj Dir	24	$175.00	$4,200.00	
Mark Mincy/Sr. Tech	8	$175.00	$1,400.00	
Kim Anderson/Sr. Tech	8	$175.00	$1,400.00	
Roger McMillin/Tech	0	$125.00	$-0-	
Margaret McDonald/Tech	0	$125.00	$-0-	
Mayra Prado	4	$125.00	$500.00	
LUMP SUM TOTAL:			$18,300.00	3A

CATEGORY 3B:	STAFF AND ASSESSORS TRAVEL REIMBURSABLE EXPENSES			
	Number (or) Days	Daily Rate	Extended Costs	
Airfare Tickets (Roundtrip)	6	$500.00	$3,000.00	
Baggage Fees	6	$50.00	$300.00	
Ground Transportation (Autos, Parking, etc.)			$730.00	
Hotel Accommodations	10	$150.00	$1,500.00	
Meals (Per Diem/Day)	12	$50.00	$600.00	
LUMP SUM TOTAL:			$6,130.00	3B

CATEGORY 3C:	FACILITIES, EQUIPMENT, MONITORING, AND MISCELLANEOUS			
	Lump Sum Costs			
Facilities Rentals	$2, 750.00			
Equipment / Media Rental / Materials				
Assessment Prep and Review				
Assessment Center (Scoring, Feedback, Submission, and Reporting)				
Monitoring (Security / Proctors)				
Miscellaneous (itemize expenses on separate sheet)				
LUMP SUM TOTAL:	$2,750.00			3C

		Category 3A	$18,300.00	
		Category 3B	$6,130.00	
		Category 3C	$2,750.00	
2ND ROUND ASSESSMENT POOLS:	*25 CANDIDATES EACH*	TOTAL:	$27,180.00	3A-3C

TOTAL:	$91,550.00	1A-1D
TOTAL:	$172,255.00	2A-2C
TOTAL:	$27,180.00	3A-3C
2ND TEST GRAND TOTAL:	$290,985.00	

1ST TEST AND ASSESSMENT GRAND TOTAL:	$290,985.00
2ND TEST AND ASSESSMENT GRAND TOTAL:	$290,985.00
5 YEAR CONTRACT GRAND TOTAL:	$591,970.00

USERRA TESTING FEES	Itemize all costs associated with USERRA TESTING, in the event HPD utilizes these testing services. Price these Fees as if HPD is issuing the test from scratch to a few USERRA Candidates.

Professional Fees	**$15,000.00**
Staff/ Assessor Travel/ Lodging	**$6,990.00**
Facilities Rental	**$2,010.00**
TOTAL:	**$24,000.00**

USERRA – Sergeants	**Professional Fees – Estimated**		
Staff Name/Title	**No. Hours**	**Hourly Rate**	**Extended Costs**
David Morris/Proj Dir	16	$225.00	$3,600.00
Joe Nassar/Ass't. Proj Dir	16	$175.00	$2,800.00
Mark Mincy/Sr. Tech	24	$175.00	$4,200.00
Kim Anderson/Sr. Tech	8	$175.00	$1,400.00
Roger McMillin/Tech	8	$125.00	$1,000.00
Margaret McDonald/Tech	8	$125.00	$1,000.00
Mayra Prado	8	$125.00	$1,000.00
LUMP SUM TOTAL:			**$15,000.00**

USERRA – Sergeants	**Expenses – Estimated**		
	Number (or) Days	**Daily Rate**	**Extended Costs**
Airfare Tickets (Roundtrip)	7	$500.00	$3,500.00
Baggage Fees	7	$50.00	$350.00
Ground Transportation (Autos, Parking, etc.)			$490.00
Hotel Accommodations	13	$150.00	$1,950.00
Meals (Per Diem/Day)	14	$50.00	$700.00
Facilities Rental			$2,010.00
LUMP SUM TOTAL:			**$9,000.00**

EXHIBIT "G"

MWBE SUBCONTRACT TERMS

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

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

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

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

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

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

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

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

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

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

EXHIBIT "H-1"
Pay or Play

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

David M. Morris	January 3, 2012
Signature	Date
David M. Morris	123967
Print Name	City Vendor ID
Morris + McDaniel, Inc.	703-836-3600
Company Name	Phone Number

Contact@morrisandmcdaniel.com
E-Mail Address

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: MORRIS & McDANIEL, INC. (Contractor/Subcontractor) $ 605,970.00 (Amount of Contract)

Contractor Address: 117 S. St. Asaph St, Alexandria, VA 22314

Project No.: [GFS/CIP/AIP/File No.] T24079

Project Name: [Legal Project Name] Promotional and Assessment Testing Services for Sergeants

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

[ ] Yes [X] No Contractor agrees to Pay $1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.

[X] Yes [ ] No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than $150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

[ ] Yes [X] No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

[X] Yes [ ] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

[X] Yes [ ] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

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

David M. Morris
CONTRACTOR (Signature)

Nov 29, 2011
DATE

DAVID M. MORRIS, PRESIDENT
NAME AND TITLE (Print or type)