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09-0040

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR ASSESSMENT CENTER PROCESS (RANK OF POLICE CAPTAIN) ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC.** ("Contractor"), a Illinois 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	Contractor
Chief, Houston Police Department or Designee City of Houston 1200 Travis Houston, Texas 77002	Industrial/Organizational Solutions, Inc. 1127 S. Mannheim Road Westchester, Illinois 60154 Phone Number: 708-410-0200

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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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: Fred M. Rafkson
Title: CEO

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC.

By: _____
Name: Chad C. Hagel
Title: President
Tax I.D. 36-3783421

ATTEST/SEAL:

_____
ACTING ASSISTANT CITY SECRETARY

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
City Controller

APPROVED:

_____
Chief, Houston Police Department

DATE COUNTERSIGNED:

2-4-09

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney
L.D. File No. 0620801329001

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.

"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 Captain 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 accident $500,000 (each accident) Bodily Injury by Disease $500,000 (policy limit) Bodily Injury by Disease $500,000 (each employee)
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	$1,000,000 combined single limit per occurrence

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

(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 must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company 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. 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.

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 "G."

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 $32,513.48 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: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, 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

A. BACKGROUND

1. The Houston Police Department is composed of approximately 4,042 classified and 1,408 civilian personnel. There are 42 Captains, 9 Assistant Chiefs, 4 Executive Assistant Chiefs and 1 Chief of Police. The City of Houston is the 4th largest city in the United States with a population of 1,953,631.
2. The assessment center process is the current method of choosing the top qualified candidates. This process is in compliance with the "Meet and Confer Agreement" recently signed by the City and the Majority Bargaining Agent. The Assessment Subcommittee was assigned to oversee the assessment center process.
3. The Contractor shall: (1) develop, administer, and score a written test, rank the candidates and assess the top 25 candidates ("Basic Services") and provide additional assessment centers in increments of ten candidates each as required by the Director ("Additional Services").
4. The Contractor shall resolve all appeals, review them and submit the findings to the Assessment Subcommittee. The Contractor shall develop an assessment center process, manage candidates for assessment and oversee the entire preselection process.
5. There are currently 163 Lieutenants eligible to sit for the written test. The last promotional test for the rank of Captain was given in 2006. Of the eligible Lieutenants that year, only 27 Lieutenants took the test. There will be a maximum of 25 candidates in the first assessment, defined as "Basic Services" in this Agreement. There may be future assessments of up to 10 candidates at a time based on need.

6. The assessment center process shall include at a minimum,
    a. Developing and administering the written test;
    b. Orienting the candidates to prepare them for participation in the assessment center;
    c. Selecting/Training assessors;
    d. Supporting technical aspects of assessment center administration;
    e. Providing candidate feedback;
    f. Submitting written and verbal communications to Chief of Police and the Assessment Subcommittee.

7. 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. Any required testimony shall be considered a part of the pricing agreement resulting from the overall contract.

8. The Contractor shall have fifteen (15) days from issuance of "Notice to Proceed" to provide to the Assessment Subcommittee a recommendation of books or publications to be used for the written test. The written test date will be given to the Chief of Police for the official announcement of the test, and the number of openings or anticipated number of openings available. Contractor shall continue to provide such a list to the Chief of Police until all openings listed are filled. Fifteen days before the scheduled written test, the Contractor shall show due completion of the written test. Contractor shall submit a plan on how this will be accomplished without destroying the integrity and security of the written test. The Contractor shall also submit a written plan, within twenty-one days from the "Notice to Proceed", illustrating the plan for the assessment center process to assess the top 25 candidates from the written exam. The Contractor shall be required to submit a list of all assessors and alternates, including name, rank, qualifications and biography. The Assessment Subcommittee will have the right

of refusal on any of those listed. All time frames can be modified if warranted and agreed upon by the Assessment Subcommittee.

9. The Contractor shall be required to defend the validity of both the written promotional exam and the choices made through the assessment process against all claims regarding the test and the assessment procedures.

B. ELEMENTS OF THE ASSESSMENT CENTER PROCESS

1. <u>Job Analysis</u>

Upon receipt of the Notice to Proceed along with HPD's current job analysis and Standard Procedures for the rank of Captain the Contractor shall:

a. Review the job analysis documents to determine whether they meet Contractor's standards and if not, conduct a job analysis of their own. The Contractor shall review the 2008 job description information, conduct a supplemental job analysis as needed and document the linkage between the critical knowledge, skills and abilities ("The KSA's") and the final selection device (both the written test and assessment process).

b. Review the Current Standard Operating Procedures for the rank of Captain. The job description is incorporated into these documents. These will have been updated during the year 2008.

2. **<u>Develop the Written Test</u>**

a. Contractor shall develop a validated written test will be developed from the three books or publications selected by the Assessment Subcommittee. Contractor shall base the test on the job duties and responsibilities of an HPD officer of Captain's rank by supplementing the three books or publications selected with other materials reasonably related to the Captain's job duties and responsibilities. The books and other related materials will be approved by the Assessment Subcommittee. Contractor shall release the names of the books and/or publications selected by the Assessment Subcommittee only when the Subcommittee approves their release. Contractor shall also determine the availability of the publications

suggested and report its findings to the Subcommittee. The selection of books and/or publications that are job related is to be held confidential until the official notice is given to proceed. The Contractor shall also determine the availability of the publications suggested and report the findings to the Subcommittee.

b. The written test must be given forty-five (45) to fifty (50) days after the Contractor officially announces the book/publications list for the promotional exam for the candidates.

c. The Contractor shall not utilize any questions from previously conducted promotional exams given to HPD or other agencies.

d. Exam questions shall be validated. Contractor shall formulate the questions from the three publications and/or books and other related materials approved by the Assessment Subcommittee as noted in (1) above.

3. The Contractor shall adhere to the following guidelines:

a. The test Contractor delivers shall be 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 (3rd edition, 1987) issued by the Society for Industrial and Organizational Psychology of the APA.

b. The written test shall consist of one hundred (100) multiple-choice questions. The grade will be based on a passing score of 70 out of a maximum 100 points. The test shall be graded on site immediately after all candidates have finished. The Contractor shall provide the written score to the candidates at that time. A list will be prepared of all test takers and a

ranked list of those that scored 70 or more points. A ranked list and item analysis shall also be furnished to the Subcommittee as soon as possible (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.

c. The Contractor shall provide a discussion session of the questions relevant to the test immediately after all participants have completed the test and once grades have been furnished. Each question shall be discussed and a reference indicating the source shall be made available to the candidates. A complete list of all questions and sources (book and page number from which the question was taken) shall be submitted to the Assessment Subcommittee. This session shall be videotaped by the Contractor.

d. 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 10 monitors/proctors for the first 100 candidates taking the written test. One (1) additional monitor/proctor shall be provided for each additional 20 candidates over and above 100 candidates. 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 (3) electronic test grading machines. There may be as many as 163 persons registering to take the written test. Six-foot tables will be required with no more than two applicants at each table.

4. **Procedures**

a. A list of all candidates who are eligible to be tested will be given to the Contractor to determine the length of time necessary to perform the actual testing procedure. The Contractor will be required to secure the George R. Brown Convention Center or Reliant Center to give a test to at least 30 persons, with the maximum of 163 persons. The City shall provide the eligibility list and seniority and education points available for each candidate. The Contractor shall not publish or furnish this information to anyone other than the Assessment Subcommittee or Chief of Police.

b. At the time the test is announced, the Chief of Police will declare the number of existing and anticipated openings to occur over the life of the list.

c. Any officer who has taken a written promotional examination may, within five (5) business days of the posting of the written promotional exam results, review his/her examination results and file an appeal of any question(s) on the test. Examination reviews must be done on the officer's off duty time. The appeals shall be filed with the Assessment Subcommittee responsible for assessments. The appeals shall be filed with the Labor Relations Subcommittee responsible for assessments. The appeals will 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 Assessment Subcommittee. The Assessment Subcommittee will determine within five (5) business days after receiving the Contractor's response what action needs to be taken on the question, before informing the candidate and the Contractor.

d. Contractor shall be cognizant of the above-mentioned time frame. Depending on distance and location of Contractor offices, the period of time and number of appeals may require a representative to be present for the entire five days in order to process the appeals.

e. Contractor shall use the following procedures or methods utilized to handle the entire appeals process: decision criteria, statistical analysis, and quality control.

f. If the posted ranking list is revised, the Contractor shall create a new ranking list within three (3) business days and provide it to the Department for posting. The Contractor, or a subcontractor under the auspices and supervision of the Contractor, shall also do an assessment of the highest ranked test scorers over a minimum score of 70 percent in the following manner for the rank of Captain: the top 25 ranked Lieutenants that are eligible; any additional assessments shall be in increments of 10.

g. The written test and assessment center exercises must be developed specifically for the rank of Captain in the Houston Police Department. The written test and assessment center exercises must be based on job content and responsibility. This will include knowledge, skills and abilities (KSA's) as well as, the job analysis.

h. The Contractor shall design the assessment process from among the following exercises: In-Basket; Problem Solving/Analysis, Oral Resumes, Structured Interviews, Leaderless Group Presentation, Role-Playing, Memo/Report Writing-Oral Presentation, Plan Preparation, Staff Meeting, Special event/Operations and others as they are established and determined to be reasonably valid predictors of job related characteristics. Contractor is not 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 particular 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 is also requested.

i. The Contractor shall also select the assessors who shall meet the following criteria:

(i) Equivalent rank to the promotion, or above, from cities with a population of 200,000 or greater;

(ii) Shall not reside in Houston Standard Metropolitan Statistical Area;

(iii) Shall not be related to any candidates for promotion:

(iv) Shall not be personally known to any candidates for promotion:

(v) Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank; and

(vi) Shall not be a current or former employee of the City of Houston, HPD, the Majority Bargaining Agent (MBA) or any other HPD employee group.

j. Contractor shall develop a procedure to deal with any conflicts of interest, such as having a candidate as a student in its program, or having worked professionally with a candidate or having a candidate who is a friend or an acquaintance. Contractor shall disclose such potential conflicts, if any, to the Assessment Subcommittee at all times during the term of this Contract.

k. The Contractor shall conduct two or more orientation sessions for candidates prior to administering the assessment process. The Contractor may not deem the orientation mandatory, since participation in the orientation is totally voluntary. All orientation sessions must be videotaped by the Contractor. The Assessment Subcommittee will determine the location and time of orientation.

l. The assessors selected by the Contractor will assess the candidates for the rank of Captain. 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 can be performed over

several days, but all candidates must 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 proposing a facility for the Assessment Center exercises that is acceptable to the Assessment Subcommittee.

m. After the assessment scoring has been completed, the total score shall be calculated by the Contractor as follows:

	Written Test Score	(maximum of 100 X .60)	60 Pts.
(+)			
	Assessment Score	(maximum of 40)	40 Pts.
(+)			
	Seniority Points	(maximum of 10 @ 1/year)	10 Pts.
(+)	Education Points*	(1 for Bachelor's Degree)	3 Pts.
		(2 for Master's Degree)	
		(3 for Doctorate Degree)	

Maximum allowable points possible 113 Pts.

(*) The education points are not cumulative.

m. A ranked list shall be created of all eligible candidates assessed by the Contractor. The lists of eligible candidates shall remain in effect for two and one half (2 ½) years for promotions to the rank of Captain.

n. Contractor shall notify the Subcommittee in writing if any persons, who are potential candidates, are known by Contractor's personnel and what relationship they have. If a proposed staff person is acquainted with any candidate, that staff person shall be removed from Contractor's staff performing the testing and evaluations for City.

5. **Challenges to the Process**

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

6. **Reporting**

The Contractor shall document the assessment center process in a formal report to the Assessment Subcommittee and submit it by the end of the contract. Also, a validation report on the written test shall be submitted. Within thirty (30) days of the entire process being completed, Contractor shall submit a validation report on the written test, assessment process and appeals to the Chief of Police and the Assessment Subcommittee.

7. **Ownership of Documents**

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

8. **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 if there is a reasonable certainty that the employee would have been eligible during his or her military service absence.

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, Chad C Leyel President as an owner or officer of
(Name) (Print/Type) (Title)

Industrial/Organizational Solutions (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.

12-12-08
Date

I/O Solutions
Contractor Name

Signature

President
Title

EXHIBIT "D"

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

I, Chad C Legel, President,
(Name) (Title)

as an owner or officer of Industrial/Organizational Solutions (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 Police Captain Assessment Center.
(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.

12-12-08
(Date)

Chad C. Legel
(Typed or Printed Name)

(Signature)

President
(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, Chad Legel President as an owner or officer of
(Name) (Print/Type) (Title)

Industrial/Organizational Solutions (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 to Dec., 20 08

CL 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).

____ 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.

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

CL 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 0.

CL Initials — From 7-1-08 (Start date) to 12-12-08 (End date) the following test has occurred

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	\	\	\	0
Number Employees Positive	\	\	\	0
Percent Employees Positive	\	\	\	0

CL 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.

CL 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.

12-12-08
(Date)

Chad C Legel
(Typed or Printed Name)

(Signature)

President
(Title)

EXHIBIT "F"

PRICING FORM

EXHIBIT F-1

Project Phase	Description	Cost
Phase 1	Development and administration of written exam for all candidates and first 25 assessment center candidates	$106,388
Phase 2	Design and administration of assessment center to group of 10 candidates	$49,180
Defense of Test		$7,000
Total Maximum Cost		**$162,568**

Exhibit F-2

Detailed Price Sheet: CAPTAIN PROMOTIONAL PROCESS COST PROPOSAL

The following tables outline all costs associated with I/O Solutions proposed project plan for RFP S10-T23011 (Assessment Center Services for Captains). We have generated the following pricing structure to account for the MAXIMUM number of candidates processed through the written exam (163) and for the initial assessment center administration (25 candidates) **and one subsequent assessment center administration to 10 candidates**. For ease of use, we have highlight line item in gray that will be reduced based on the volume of candidates processed. We encourage the City to contact us for clarification or additional information. THIS COST PROPOSAL WAS USED TO COMPLETE THE PRICING FORM REQUIRED BY THE RFP.

Rate Schedule

Classification	Rate/Hour
Consultant/Industrial Psychologist	$175
Technical Writer	$65
Administrative Assistant	$25

Development, Coordination and Administration Costs - Exam and AC for first 25 candidates

Project Phase	Project Step	Consult Hrs.	Wrtr. Hrs	Admin. Hrs.	Cost
Job analysis review and revision	Review of 2006 job analysis	4			$700
	Workshop to review job tasks and rate relative importance of KSAs	3			$525
Written Exam Development	Source selection and verification	6			$1,050
	Exam plan development work with SMEs	2			$350
	Linkage of knowledge areas to job analysis	3			$525
	Exam question development (150)	10	60		$5,650
	SME item review	8		2	$1,450
	Exam item analysis and test compilation; answer keys	10		2	$1,800
Written exam facility procurement and prep	Procure and coordinate convention site for written exam	8		6	$1,550
	Proctor procurement	8		8	$1,600
	Proctor training	4			$700

Written exam administration and scoring	Test materials production	2			$350
	Written exam administration	16			$2,800
	Written exam scoring	2		16	$750
	Post exam presentation	6			$1,050
Written exam appeals review and response	Review and provide written response to appeals	12	25		$3,725
Assessment center design and development	SME meeting to discuss exercise concepts	8			$1,400
	Linkage of job skills to assessment exercises	2			$350
	Draft exercises and rating criteria	42	6		$7,740
	SME review of exercises and criteria	5			$875
Candidate orientation	Development of candidate orientation presentation	4	2		$830
	Delivery of 1 candidate orientation session	8			$1,400
Assessment center facility procurement	Procure and coordinate hotel site for AC	10		6	$1,900
Assessor recruitment and training	Assessor recruitment	6		12	$1,350
	Assessor travel arrangements	2		20	$850
	Assessor training design and administration	20			$3,500
	Assessor reimbursement			8	$200
Assessment center administration	Assessment schedule design	8		4	$1,500
	Materials preparation	4		12	$1,000
	Oversight/administration of assessment center	40		36	$7,900
Assessment center scoring and feedback	Score compilation and audit	8		8	$1,600
	Final composite score calculation and audit	2		3	$425
	Candidate feedback report development	4		20	$1,200
Final score submission and technical reporting	Formatting and delivery of final scores	6			$1,050
	Development of technical report	30	8		$5,770

Sub Total			**$65,415**

Test/Assessment Administration Expenses

Project Component	Expense Item	Cost
Written exam	Written exam proctors (10 for 1st 100, plus 4 for additional 63 cands.; 7hrs. @ $18/hr.)	$1,764
	Exam booklet production (163 @$1.25)	$204
Assessment center	Assessment materials production	$95
	Video recording media	$50
	Role-players (as needed; 3 @ $350)	$1,050
Sub Total		**$3,163**

Site Procurement

Facility	Details	Cost
Convention Center	Room for 163, 82 6ft. tables, projector screen, utility tables	$3,500
Assessment Center Hotel	Break-out rooms @ $175; meeting rooms @$500	$4,450
Sub Total		**$7,950**

Consultant Travel

Visit	Description	Cost
Kick-off, job analysis review and exam plan development	1 consultant; 1 day	$780
SME item review	1 consultant; 2 days	$1,065
Written exam administration	2 consultants and 2 admin.; 1 day	$2,925
Appeals review and response	1 consultant; 4 days	$1,635
SME assessment center design	1 consultant; 1 day	$780
SME assessment center review	1 consultant; 1 day	$780
Candidate orientation	1 consultant; 2 days	$1,065
Assessment center administration	2 consultants and 1 admin.; 4 days	$4,645

Sub Total		**$13,675**

*Travel estimate figures: $495/flight; $175/hotel; $65/car; $45/meals

Assessor Actor Travel

Assessor travel	Unit Cost	Units	Cost
Flights	$495	13	$6,435
Hotel accommodations	$175	39	$6,825
Transportation	$45	13	$585
Assessor dinner	$25	39	$975
Catered breakfast, lunch and refreshments	$35	39	$1,365
Sub Total			**$16,185**

Administration of Assessment to Subsequent Groups of 10 Candidates

Project Phase	Project Step	Consult Hrs.	Wrtr. Hrs	Admin. Hrs.	Cost
Assessment center design and development	SME meeting to discuss exercise concepts	2			$350
	Draft exercises and rating criteria	42	6		$7,740
	SME review of exercises and criteria	5			$875
Candidate orientation	Delivery of 2 candidate orientation sessions	8			$1,400
Assessment center facility procurement	Procure and coordinate hotel site for AC	4		8	$900
Assessor recruitment and training	Assessor recruitment	2		10	$600
	Assessor travel arrangements	2		10	$600
	Assessor training design and administration	8			$1,400
	Assessor reimbursement			4	$100
Assessment center administration	Assessment schedule design	6			$1,050
	Materials preparation	1		4	$275
	Oversight/administration of assessment center	40			$7,000
Assessment center scoring and feedback	Score compilation and audit	4		4	$800
	Final composite score calculation and audit	2		3	$425

	Candidate feedback report development			8	$200
Final score submission and technical reporting	Formatting and delivery of final scores	4			$700
	Development of technical report	8	2		$1,530
Sub Total					**$25,945**

Test/Assessment Administration Expenses

Project Component	Expense Item	Cost
Assessment center	Assessment materials production	$60
	Video recording media	$25
	Role-players (as needed; 3 @ $350)	$1,050
Sub Total		**$1,135**

Site Procurement

Facility	Details	Cost
Assessment Center Hotel	Break-out rooms @ $175; meeting rooms @$500	$3,750
Sub Total		**$3,750**

Consultant Travel

Visit	Description	Cost
SME assessment center review	1 consultant; 1 day	$780
Candidate orientation	1 consultant; 1 day	$780
Assessment center administration	2 consultants and 1 admin.; 3 days	$3,660
Sub Total		**$5,220**

*Travel estimate figures: $495/flight; $175/hotel; $65/car; $45/meals

Assessor Travel

Assessor travel	Unit Cost	Units	Cost
Flights	$495	13	$6,435
Hotel accommodations	$175	26	$4,550
Transportation	$45	13	$585
Assessor dinner	$25	26	$650

Catered breakfast, lunch and refreshments	$35	26	$910
Sub Total			**$13,130**

Defense of Test Cost

Consultant/Expert	Description of Service	Cost
Ph.D.-level Industrial/Organizational Psychologist	Estimated 20 hours of expert witness/consultant service in defense of testing process; $350/hr.	$7,000
Sub Total		**$7,000**

Project Total Cost

Project Phase	Description	Cost
Phase 1	Development and administration of written exam for all candidates and first 25 assessment center candidates	$106,388
Phase 2	Design and administration of assessment center to group of 10 candidates	$49,180
Defense of Test		$7,000
Total Maximum Cost		**$162,568**