

REQUEST FOR PROPOSAL

HUMAN RESOURCES CONSULTING SERVICES



CCSI

MAY 2015

HUMAN RESOURCES CONSULTING SERVICES

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: May 1, 2015

PROPOSALS DUE: **2:00 P.M. on May 27, 2015** ("Submission Deadline")

INSTRUCTIONS: Proposers must submit (i) ten copies of their complete proposal packets consisting of the information required herein plus (ii) one electronic copy of their proposal packet. Proposals received by email or fax will be rejected.

SUBMIT TO: Lisa Hargrove, General Counsel, Convention & Cultural Services, Inc. ("CCSI"), 1331 Lamar Street, Suite 700, Houston, TX 77002.

CONTACT INFO: Any questions concerning this RFP must be sent by e-mail to proposals@houstonfirst.com. Questions must be received no later than **12:00, noon on May 18, 2015**.

PROPOSAL PACKETS

Copies of this RFP, including the Agreement and its exhibits are available on-line at www.houstonfirst.com/DoBusiness.aspx.

PRE-PROPOSAL CONFERENCE

CCSI will hold a Pre-Proposal conference on the date, time and location indicated below. Representatives of CCSI will be present to answer any questions regarding the services requested or proposal procedures. Attendees are encouraged to bring a copy of the RFP to the Pre-Proposal conference.

Date: May 11, 2015

Time: 10:00 a.m.

Location: 1331 Lamar Street, Suite 700, Houston, TX 77002

INSTRUCTIONS TO PROPOSERS:

This RFP provides potential Proposers with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including CCSI requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award.

CCSI will publish its RFP, and other procurement notices, as well as award information, at: www.houstonfirst.com/DoBusiness.aspx

Proposers receiving a copy of procurement documents from a bid referral service and/or other third party are solely responsible for insuring that they have received all necessary procurement documentation, including amendments and schedules. CCSI is not responsible for insuring that all or

any procurement documentation is received by any proposer that is not appropriately registered with CCSI.

LETTERS OF CLARIFICATION

Any revisions to be incorporated into this RFP will be confirmed in a written letter made available prior to the Submission Deadline online at www.houstonfirst.com/DoBusiness.aspx (“Letter of Clarification”). When issued by CCSI, Letters of Clarification shall automatically become part of this RFP and shall supersede any previous specifications or provisions in conflict therewith. By submitting a response, Proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their proposal. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein. It is the responsibility of each Proposer to monitor www.houstonfirst.com/DoBusiness.aspx to ensure they receive any such Letters of Clarification.

INTERVIEWS

Proposers may be interviewed. If requested to interview, Proposers should bring all appropriate persons to the interview. Such interviews will be at no cost to CCSI.

BACKGROUND

Convention & Cultural Services Inc. (CCSI) is a Texas non-profit corporation located in Houston that administers the payroll services and a limited amount of human resource services for Houston First Corporation (HFC), a local government corporation created by the City of Houston and Greater Houston Convention Visitors Bureau (GHCVB), a Texas non-profit located in Houston, Texas.

CCSI is in search of a human resources consultant (Consultant) to review and make recommendations on its current human resources management practices. The Consultant chosen will agree to coordinate a unified human resources strategy for CSI and the non-profit organization it provides services for. The overall desired outcome of the services is to provide support for the administration of human resources by addressing issues which include: recruiting, retention and compliance.

RESPONSE FORMAT

Although CCSI prefers substance over form, Proposers should include the following information in their proposal:

- a. **Transmittal Letter:** Include a brief cover letter signed by a person authorized to make representations on behalf of the Proposer. Please include a direct phone number and email address for such authorized individual. Make a specific statement agreeing to comply with the terms and conditions of the RFP (or identify any objections/exceptions with specificity).
- b. **Profile:** Detail Proposer’s history, methods, and strengths at meeting the needs of its clients.
- c. **Experience:** Discuss Proposer’s specific experience, both previous and current, providing human resource consulting services to clients at comparable companies. Provide at least three references, including contact names, phone numbers, and a brief description of the services completed by Proposer.

- d. **Key Personnel & Diversity:** Utilizing the attached form, describe the background and experience of the personnel who will be assigned to provide services for CCSI and a brief summary of their qualifications. Note sub-consultants reasonably expected to be used and identify any Minority and/or Women-owned Business Enterprises or Historically Underutilized Businesses.
- e. **Costs:** Identify all direct and indirect costs and expenses that will or may be charged to CCSI to perform the services. If hourly rates are proposed, then include an estimate of the total number of hours and a not to exceed limit.
- f. **Uniformity:** To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. CCSI reserves the right to waive minor variances or irregularities.

MANNER OF SELECTION

CCSI intends to make a selection and enter into a contract with the Proposer providing the **Best Proposal** to CCSI based on the following evaluation criteria:

• Proposed fees	25%
• Professional background and qualifications of the Proposer	25%
• Proven track record for results at companies of comparable size and complexity. Results of interviews and reference checks will be taken into account.	20%
• Demonstrated level of commitment and ability to provide all services in an expedited basis as outlined in the Scope of Services, including willingness to agree to all legal requirements included in the draft agreement	20%
• Diversity Participation	<u>10%</u>
	Total 100%

For the prices quoted, Proposers shall furnish all necessary labor, equipment, material, supplies, personnel, services, and all activity necessary for, or incidental to, performing the HR Consulting Services as specified in the Agreement.

This RFP does not commit CCSI to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal. CCSI reserves the right, should it deem necessary in CCSI’s best interest, to do any or all of the following: (1) waive any irregularities in any of the responses; (2) conduct oral interviews; (3) accept any submittal or portion of a submittal; (4) reject any or all submitting responses; (5) cancel or make alterations to the entire process; or (6) ask for any clarifications.

FORM OF AGREEMENT

By submitting a response to this solicitation, Proposer agrees, upon notice of selection by CCSI, to enter into an agreement which will include: (i) an HR Consulting Services Agreement set forth below; the (ii) Scope of Services; and (iii) Schedule of Compensation (which shall collectively be referred to as the “Agreement”). If Proposer takes exception to any portion of the terms and conditions, then

such Proposer shall submit a list of such exceptions with its transmittal letter; provided, however, that CCSI reserves the right to reject responses including substantive objections without further review or consideration.

PUBLIC INFORMATION

As CCSI is subject to the Texas Public Information Act ("TPIA"), all information submitted by Proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such by the Proposer clearly and unambiguously. Proposers will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their cost and expense.

RESTRICTIONS ON COMMUNICATIONS

From the date issued until the Submission Deadline, Proposers are directed not to communicate with CCSI officers, directors or employees regarding any matter relating to this proposal, other than proposals@houstonfirst.com and CCSI representatives during the pre-proposal conference. CCSI reserves the right to reject any proposal due to violation of this provision.

COLLUSION

Proposers represent that the contents of their proposals have not been communicated, directly or indirectly, to any potential Proposer and that their proposals are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Proposer. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or; b) establishing a project team with the required experience and/or capability to provide the services specified herein. Conversely, CCSI can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.

CONFLICT OF INTEREST

Proposers are required to disclose any affiliation or business relationship that might cause a conflict of interest with CCSI. The disclosure form, if required, is available online at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a proposal, Proposers represent that they are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn only by a written request received at proposals@houstonfirst.com prior to the Submission Deadline.

Proposals shall be considered only from Proposers who have been in business for at least three consecutive years and who can show solid evidence of having both a past and current record of satisfactorily performing sponsorship sales services similar to the services specified herein on similar types and numbers of locations. As demonstration of satisfactory performance for these services, Proposers shall provide a list of at least three current customers, with contact names and telephone numbers and email addresses, and list the types of sponsorship sales services provided for each customer. CCSI shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Proposer is capable of performing such services.

Proposer should list references for both current agreements and any agreements that have been terminated in the past ten years.

STAFFING

To be considered responsive, Proposers shall have resumes for each staff member who will perform services on behalf of CCSI.

DIVERSITY COMMITMENT

The selected Proposer will be required to use good faith efforts to award subcontracts to diversity participants certified by any of the identified certification agencies as defined in the attached CCSI Diversity Program Instructions to Consultants. The specific goal for this project is 30% of the total value of the services.

It should be noted that all Proposers shall be required to comply with the attached CCSI Diversity Program Instructions to Consultants in its entirety without exception and failure to comply may cause your response to be considered non-responsive.

Proposers should note if they are certified as a diversity participant in their proposal; however, such certification shall not lessen or otherwise alter the requirement to use good faith efforts to award subcontracts to diversity participants.

REFERENCE FORM

Proposers must be able to demonstrate that they have performed human resource services comparable in size and scope to those described in this invitation to proposal. Three references should be provided in the space provided below.

– REFERENCE 1 –

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone Number: _____ Email address: _____

Description of Services _____

– REFERENCE 2 –

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone Number: _____ Email address: _____

Description of Services: _____

– REFERENCE 3 –

Business Name: _____

Address: _____

Contact Name/Title: _____

Phone Number: _____ Email address: _____

Description of Services: _____

PROPOSED STAFFING

Please complete the following application. Include information for contact designees and professional staff if known and to be assigned to the Agreement, if awarded. Attach additional sheets if needed.

1. Company	
Company Name:	
Primary Company Contact Name:	
Address:	
Phone:	Fax:
E-mail address:	

2. Professional Staff	(Note: Attach resumes and copies of any licenses or certificates for professional staff)
Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	
Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	

Employee Name:	
Primary Area of Responsibility:	
Address:	
Phone:	Fax:
E-mail address:	

Past Experience

Below are some questions to evaluate how your past performance would serve as possible outcome scenarios for CCSI:

Strategy

Have you previously implemented an overall strategy for CCSI type of companies?
Describe a proposal you have used in the past for a similar type of organization.

Implementation

Describe a method of implementing your strategy that you have used in the past?
What has been your typical timeline for implementation?

Financials

In the past, what have been your actual out-of-pockets costs? Itemized costs (by type, not amount) associated with the implementation of the strategy in the first year, and in each year thereafter for a period of five years.

Other Considerations

What, if any, have been considerations in the past that should be accounted for with a corporation that operates convention centers and performing arts venues?
What obstacles and risks have you accounted for in the past that were not within the original scope of services?

HR CONSULTING SERVICES AGREEMENT

This agreement for services ("Agreement") is made by and between Houston First Corporation ("CCSI"), a local government corporation created under Chapter 431 of the Texas Transportation Code, whose address is 1001 Avenida de las Americas, Houston, Texas 77010 and _____ ("Consultant"), whose address is _____. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1.0 Scope of Services

1.1 Consultant agrees to and shall perform HR Consulting Services at one or more Facilities as described in the Scope of Services attached hereto as Exhibit "A" (the "Services").

1.2 Consultant warrants that all Services shall be performed in strict compliance with applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and/or lawful orders of public authorities, as may be amended from time to time. Consultant covenants that the Services shall be performed by experienced persons under its control and direction.

1.3 If any Services performed by Consultant do not meet the standards of this Agreement, as determined by CCSI in its reasonable discretion, then Consultant shall correct or modify the Services promptly upon demand from, and at no additional cost to, CCSI. If Consultant performs Services knowing it to be contrary to applicable laws, statutes, ordinances, rules and regulations, and/or lawful orders of public authorities, then Consultant shall be liable for such violation.

2.0 Definitions

2.1 As used in this Agreement, the following terms, words and phrases have the meanings set out below:

"Agreement" means this HR Consulting Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Consultant" is defined in the preamble of the Agreement, and includes its successors and assigns. All references to "Consultant's employees" or "its employees" contained herein also include the employees of Consultant's sub-contractors and any of Consultant's agents or invitees.

"Designee" means the representative for CCSI authorized in writing to act on its behalf.

"Documents" means both hard copy and electronic versions of notes, manuals, notebooks, emails, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and

plans, and other Services products (and any modifications or improvements to them) that Consultant prepares or provides under this Agreement.

"Force Majeure" means fires, interruption of utility services, epidemics, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against CCSI or Consultant, riots, strikes, court orders, and the acts of superior governmental or military authority, 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 Consultant to extra payment.

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

"HR" is defined as human resources and includes the make up of the personnel, set of individuals, or workforce for CCSI.

"Services" means, collectively, the services, duties and responsibilities described in Exhibit "A" of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Sub-contractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including sub-contractor of any tier, suppliers and materials providers, whether or not in privity with Consultant.

2.2 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Schedule of Compensation

3.0 Term

The term of this Agreement shall begin on ____, **2015** and continue for three consecutive years. ("Term") CCSI may in its sole discretion renew the Term for two additional one-year terms ("Renewal Term"). CCSI may exercise such option by notifying Consultant in writing at least 30 days prior to the expiration of the initial Term or first Renewal Term.

4.0 Payment

CCSI agrees to pay Consultant for its Services in accordance with the fees set forth in Exhibit "B" Schedule of Compensation.

5.0 Insurance

5.1 With no intent to limit Consultant's liability under indemnification provisions set forth herein, Consultant shall provide and maintain in full force and effect, for the duration of the Term, at least the following insurance and available limits of liability:

- | | |
|---------------------------------|--|
| a. Commercial General Liability | Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000 |
| b. Workers' Compensation | Statutory amounts for Workers' Compensation, Consultant is not allowed to self-insure Workers' Compensation |
| d. Employer's Liability | Bodily Injury by accident \$1,000,000 (each accident); Bodily Injury by disease \$1,000,000 (policy limit); and Bodily Injury by disease \$1,000,000 (each employee) |
| e. Professionally Liability | Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$1,000,000 |

5.2 Insurance may be in one or more policies of insurance, form of which is subject to approval by CCSI. It is agreed, however, that nothing CCSI does or fails to do with regard to insurance policies relieves Consultant from its duties to provide required coverage and CCSI's actions or inactions will never be construed as waiving CCSI's rights.

5.3 Each policy, except those for Workers' Compensation and Professional Liability, must include an endorsement naming CCSI as an additional insured.

5.4 Each policy except Professionally Liability must include an endorsement to the effect that issuer waives any claim or right in nature of subrogation to recover against CCSI.

5.5 The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A- with a financial size category of Class VI or better.

6.0 Release

6.1 CONSULTANT AGREES TO AND SHALL RELEASE HOUSTON FIRST CORPORATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") 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 INDEMNITEES' CONCURRENT NEGLIGENCE AND/OR THE INDEMNITEES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY AND INCLUDING ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE

EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONSULTANT UNDER THIS AGREEMENT.

7.0 Indemnification

7.1 CONSULTANT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HOUSTON FIRST CORPORATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, CITATIONS, TICKETS, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, FINE, LIABILITY, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT AND INCLUDING LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL, STATE OR LOCAL ENVIRONMENTAL AND/OR EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONSULTANT UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO CONSULTANT AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONSULTANTS' (COLLECTIVELY, "CONSULTANT") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; THE INDEMNITEES' AND CONSULTANT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT; AND INDEMNITEES' AND CONSULTANT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT; AND ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL AND/OR EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITEES BY CONSULTANT'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OF CONSULTANT'S PERSONNEL UNDER THIS AGREEMENT.

7.2 CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONSULTANT SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.

7.3 CONSULTANT SHALL REQUIRE ALL OF ITS CONSULTANTS AND SUBCONSULTANTS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.

8.0 Indemnification Procedures.

8.1 If CCSI or Consultant receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following (1) a description of the indemnification event in reasonable detail, (2) the basis on which indemnification may be due, and (3) the anticipated amount of the indemnified loss.

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

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

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

9.0 Force Majeure

9.1 Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by an occurrence of Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean fires, floods, explosions, war, terrorism, riots, and the acts of superior governmental or military authority. This relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the other party with written notice describing the actual delay or non-performance incurred within 7 calendar days after the Force Majeure ceases.

10.0 Diversity Commitment

10.1 Consultant shall make good faith efforts to award subcontracts equal to 30% of the value of this Agreement to certified, diverse suppliers of goods and services in accordance with the HFC's Diversity Program, which is incorporated herein by this reference. Consultant shall disclose to CCSI the manner and extent it has made good faith efforts to achieve such goal and submit reports on forms provided by CCSI.

11.0 Termination

11.1 Either party may terminate this Agreement for cause if the other party defaults and fails to cure the default after receiving notice thereof. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The

injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

11.2 CCSI may terminate this Agreement for its convenience at any time by giving 30 calendar days' written notice to Consultant. CCSI's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement. As soon as practicable after receiving the termination notice, Consultant shall submit an invoice to CCSI showing in detail the Services performed under this Agreement up to the termination date. CCSI shall then pay the amount due Consultant for Services actually performed, but not paid previously, in the same manner as prescribed herein.

11.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONSULTANT'S EXCLUSIVE REMEDIES FOR TERMINATION FOR CONVENIENCE BY CCSI, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONSULTANT WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES PERFORMED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CCSI'S TERMINATION FOR CONVENIENCE.

12.00 Miscellaneous

12.1 Inspections and Audits. Upon reasonable notice, either party shall have the right to examine and review the other party's books, records and billing documents which are directly related to performance or payment under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

12.2 Notices. Notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in 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.

12.3 Limitation of Liability. **CCSI SHALL NOT BE LIABLE TO CONSULTANT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OF INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF CCSI HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.**

12.4 Independent Consultants. CCSI and Consultant agree that they do not intend to form, and this Agreement shall not be construed as creating, a partnership or joint venture under any circumstances. Neither party hereto shall have any authority, in any manner or to any extent, to bind the other party. With respect to each other, the parties shall be independent Consultants for all purposes.

12.5 Venue and Laws. Consultant shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Consultant hereunder. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

12.6 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

12.7 Assignment. Consultant shall not assign this Agreement in whole or in part without the prior written consent of CCSI.

12.8 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.

12.9 Survival. The parties shall remain obligated to each other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the Term.

12.10 Public Relations

Consultant agrees that neither it nor its agents, sub-contractors or employees shall issue or make any statements on behalf of the CCSI with respect to either the Facilities or any incident occurring at any of the Facilities. Consultant shall not issue any publicity or communication to the media of any nature that references the Agreement without the prior written consent of CCSI. This applies to all forms of communication, whether oral or written, including press releases, brochures, photographic coverage, and announcements.

12.11 Entire Agreement. This Agreement represents the entire and integrated agreement between CCSI and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties. This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

12.12 No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by CCSI, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

12.13 No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

12.14 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

12.15 Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

12.16 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

12.17 Copyright Ownership

Consultant and CCSI intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at CCSI's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that CCSI will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to CCSI, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for CCSI under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that CCSI may reasonably request in order to assist CCSI in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of CCSI. Consultant warrants to CCSI, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

12.18 Cooperation

Consultant must at all times cooperate fully with CCSI and act in CCSI's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

12.19 Authority to Sign. The signer of this Agreement hereby represents and warrants that he or she has full authority to execute this Agreement and bind Consultant.

**Convention and Cultural Services, Inc.
("CCSI")**

("Consultant")

By: _____

By: Brenda W. Bazan, President

Name: _____

Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

Consultant agrees to coordinate a unified human resources strategy for CCSI. The overall desired outcome of the services is to provide support for CCSI's administration of its human resources by addressing issues which include: recruiting, retention and compliance. Consultant will provide periodic progress and status reports and evaluate the handling of ongoing issues including, but not limited to, the following:

- I. Recruiting
 - a. Creating new job descriptions in the industry and updating current jobs
 - b. Assisting with recruiting, posting of positions on sites as requested by the client
 - c. Providing updated market salary data
 - d. Assisting with the new hire process by creating guidelines for:
 - i. Drug Testing
 - ii. Verification of educational background
 - iii. Criminal background and Driver's license checks
 - iv. Personal and professional reference checks
- II. Retention
 - a. Providing orientation for new hires
 - b. Developing a training need assessment as a whole and for individual employees
 - c. Assisting in the development of classifications for all job families
 - d. Providing periodic training in job specific areas
 - e. Providing benchmarks and market salary data
 - f. Supporting 24 hour employee complaint hotline maintained by 3rd party
 - g. Recommending social activities that promote team spirit, loyalty, and employee fulfillment
- III. Compliance
 - a. Assisting CCSI to ensure proper record retention policies are in place
 - b. Assisting with TWC cases and EEOC investigations, as needed
 - c. Providing legal HR services as needed
 - d. Reviewing the employee handbook on a periodic basis and recommending updates or changes
 - e. Providing training on harassment and other workplace issues
 - f. Investigating allegations of discrimination
 - g. Other HR consulting as needed

EXHIBIT "B"
SCHEDULE OF COMPENSATION