



V/1

Amendment No. 5  
of  
Contract No. NA150000100  
for  
Development and Administration of a Section Process for  
Firefighter Cadet Hiring  
between  
Morris & McDaniel, Inc.  
and the  
City of Austin Fire Department

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 25, 2019 to June 24, 2020. One option remains.
- 2.0 The total contract amount is increased by \$400,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 06/25/2015 – 06/24/2016	\$400,000.00	\$400,000.00
Amendment No. 1: Revise Milestones /Deliverables Schedule and Cost Proposal 12/22/2015	\$0.00	\$400,000.00
Amendment No. 2: Option 1 06/25/2016 – 06/24/2017	\$400,000.00	\$800,000.00
Amendment No. 3: Option 2 06/25/2017 – 06/24/2018	\$400,000.00	\$1,200,000.00
Amendment No. 4: Option 3 06/25/2018 – 06/24/2019	\$400,000.00	\$1,600,000.00
Amendment No. 5: Option 4 06/25/2019 – 06/24/2020	\$400,000.00	\$2,000,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

*David M. Morris*  
DAVID M. MORRIS Ph.D., G.P.  
PRESIDENT

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314  
[joe@morrisandmcdaniel.com](mailto:joe@morrisandmcdaniel.com)  
703-836-3600 office  
703-927-7418 cell

Signature and Date:

Erin D'Vincent

Procurement Supervisor  
City of Austin  
Purchasing Office

*Erin D'Vincent* 6.12.19



Amendment No. 4  
of  
Contract No. NA150000100  
for  
Development and Administration of a Section Process for  
Firefighter Cadet Hiring  
between  
Morris & McDaniel, Inc.  
and the  
City of Austin Fire Department

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 25, 2018 to June 24, 2019. Two options remain.
- 2.0 The total contract amount is increased by \$400,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 06/25/2015 – 06/24/2016	\$400,000.00	\$400,000.00
Amendment No. 1: Revise Milestones /Deliverables Schedule and Cost Proposal 12/22/2015	\$0.00	\$400,000.00
Amendment No. 2: Option 1 06/25/2016 – 06/24/2017	\$400,000.00	\$800,000.00
Amendment No. 3: Option 2 06/25/2017 – 06/24/2018	\$400,000.00	\$1,200,000.00
Amendment No. 4: Option 3 06/25/2018 – 06/24/2019	\$400,000.00	\$1,600,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name: DAVID M. MORRIS, Ph.D., J.D.  
Authorized Representative PRESIDENT

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314  
[joe@morrisandmcdaniel.com](mailto:joe@morrisandmcdaniel.com)  
703-836-3600 office  
703-927-7418 cell

5/21/18

Signature and Date:

Danielle Lord  
Procurement Manager  
City of Austin  
Purchasing Office



Amendment No. 3  
of  
Contract No. NA150000100  
for  
Development and Administration of a Section Process for  
Firefighter Cadet Hiring  
between  
Morris & McDaniel, Inc.  
and the  
City of Austin Fire Department

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 25, 2017 to June 24, 2018. Three options remain.
- 2.0 The total contract amount is increased by \$400,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 06/25/2015 – 06/24/2016	\$400,000.00	\$400,000.00
Amendment No. 1: Revise Milestones /Deliverables Schedule and Cost Proposal 12/22/2015	\$0.00	\$400,000.00
Amendment No. 2: Option 1 06/25/2016 – 06/24/2017	\$400,000.00	\$800,000.00
Amendment No. 3: Option 2 06/25/2017 – 06/24/2018	\$400,000.00	\$1,200,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: David M. Morris 6/6/17  
Printed Name: DAVID M. MORRIS, Ph.D., J.D.  
Authorized Representative PRESIDENT

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314

Signature and Date: Linell Goodin-Brown 6-20-17  
Printed Name: Linell Goodin-Brown  
Contract Management Supervisor II  
City of Austin  
Purchasing Office



Amendment No. 2  
of  
Contract No. NA150000100  
for  
Development and Administration of a Section Process for  
Firefighter Cadet Hiring  
between  
Morris & McDaniel, Inc.  
and the  
City of Austin Fire Department

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 25, 2016 to June 24, 2017. Four options remain.
- 2.0 The total contract amount is increased by \$400,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 06/25/2015 – 06/24/2016	\$400,000.00	\$400,000.00
Amendment No. 1: Revise Milestones /Deliverables Schedule and Cost Proposal 12/22/2015	\$0.00	\$400,000.00
Amendment No. 2: Option 1 06/25/2016 – 06/24/2017	\$400,000.00	\$800,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name: DAVID MORRIS  
Authorized Representative

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314

Signature and Date:

Linell Goodin-Brown  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

6/14/16





Amendment No. 1  
to  
Contract No. NA150000100  
for  
Development and Administration of a Section Process for Firefighter Cadet Hiring for the  
Austin Fire Department  
between  
Morris & McDaniel, Inc.  
and the  
City of Austin, Texas

- 1.0 Section 1.4 of the Contract is hereby deleted in its entirety and replaced as follows:

The Contractor shall be paid in accordance with the Cost Proposal attached hereto as Exhibit B a total not-to-exceed amount of \$400,000 for the initial contract term and \$400,000 for each extension option, for a total contract amount not-to-exceed \$2,400,000. Milestone payments shall be made upon successful completion of each of the tasks within the Milestone/Deliverables Schedule attached hereto as Exhibit C and upon written acceptance by the City. The City will retain ten percent (10%) of the total contractual price as referenced in Item 5 of Section 0400-Supplemental Purchasing Provisions until all work products have been submitted and accepted by the City.

- 5.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 6/25/15 – 6/24/16	\$400,000	\$400,000
Amendment No. 1: Revise Milestones/Deliverables Schedule and Cost Proposal	\$0	\$0

- 6.0 MBE/WBE goals were not established for this contract.

- 7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA)

List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.


Signature & Date:

✓ 

Printed Name: DAVID M. MORRIS, PRES  
Authorized Representative

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314

Signature & Date:

 12-22-15

Erin D'Vincent, Senior Buyer Specialist  
City of Austin Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND**

**Morris & McDaniel, Inc. ("Contractor")**

**for**

**Development and Administration of a Selection Process for Firefighter Cadet Hiring for the  
City of Austin Fire Department**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Morris & McDaniel, Inc. having offices at 117 South Saint Asaph Street, Alexandria, Virginia 22314 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP EAD0117REBID.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, EAD0117REBID including all documents incorporated by reference

1.1.3 Morris & McDaniel, Inc. Revised Offer, dated June 8, 2015, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**1.4 Compensation.** The Contractor shall be paid in accordance with Part G-Cost Proposal of the Contractor's Offer a total not-to-exceed amount of \$400,000 for the initial contract term and \$400,000 for each extension option, for a total contract amount not-to-exceed \$2,400,000. Milestone payments shall be made upon successful completion of each of the tasks within the Description of Contractor's Responsibilities in Section F, Pages 90-91 of Contractor's Proposal and upon written acceptance by the City. The City will retain ten percent (10%) of the total contractual price as referenced in Item 5 of Section 0400-Supplemental Purchasing Provisions until all work products have been submitted and accepted by the City.

**1.5 Deliverables.** The Contractor shall fully and timely provide all deliverables described in Parts E (beginning page 51) and F (beginning page 72) of Contractor's June 8, 2015, Offer in strict

accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules and regulations.

**1.6 Clarifications and Additional Agreements.** The following are incorporated into the Contract.

**1.6.1** Part 4, A. of Section 0400-Supplemental Purchasing Provisions is hereby stricken in its entirety and replaced as follows:

Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices". Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to the following City representatives:

Karen Bitzer, AFD Purchasing Supervisor

Email Address: [Karen.Bitzer@austintexas.gov](mailto:Karen.Bitzer@austintexas.gov)

Ronnelle Paulsen, AFD Assistant Director and Contract Manager

Email Address: [Ronnelle.Paulsen@austintexas.gov](mailto:Ronnelle.Paulsen@austintexas.gov)

**1.6.2** Part 3.1.7 of Section 0500-Scope of Work is hereby stricken in its entirety and replaced as follows:

The City's goal is to conduct the first administration of the hiring process under this contract during the Fall of 2015. With that goal in mind, provide a timeline for proposed work activities from kick-off meeting and job analysis research to the creation of an eligibility list and follow-up validity reporting (1 complete hiring cycle).

**1.6.3** The Contractor agrees to cooperate fully with the City in connection with fulfilling the City's compliance requirements under Part III.C.6 of the Consent Decree between the U.S. Department of Justice and the City. Without limiting the generality of the foregoing, such cooperation includes:

1.6.3.1 The base contract price includes written and verbal communications by the Contractor, as requested by the City, with either the U.S. Department of Justice or Local 975-Austin Firefighters Association ("Local 975"), under the Consent Decree concerning the overall hiring process or any of the individual components of that process. Provided that, the Contractor shall not engage in any such communication(s) with the U.S. Department of Justice or Local 975, concerning this Contract without the prior knowledge and approval of the City.

1.6.3.2 As part of the base contract price, the Contractor shall, upon request from the City, furnish any and all written information to the U.S. Department of Justice or Local 975, related to the validity, transportability, or design of the overall hiring process or any of its individual components. This includes, without limitation: (a) job analyses and the data used to compile such analyses; (b) historical validity studies and the raw data upon which all studies were made; (c) information related to Contractor's consideration or evaluation of alternative selection devices that have been shown to eliminate or reduce disparate impact; (d) individual or aggregate candidate scores on any of the assessments; (e) answer keys and individual test question responses from all candidates on any of the assessments; (f) adverse impact analyses or computations; and (g) information related to training of assessors used on any of the assessments. Contractor



shall not provide any such information, either to the U.S. Department of Justice or Local 975, without the prior written approval of the City.

1.6.3.3 For so long as the Consent Decree remains in effect, the Contractor shall not destroy any documents or work product created or used in a hiring process under this Contract, including without limitation: (a) hiring plan drafts; (b) job analyses or data used to compile such analyses; (c) validity studies or data used to compile such studies; (d) adverse impact studies or analyses; (e) raw or adjusted test scores; (f) assessor scoring sheets; (g) information showing any alternative selection devices the Contractor evaluated that have been shown to reduce or eliminate disparate impact; or (h) any other written information concerning the current or past validity, or the actual or potential adverse impact of the hiring process or any part of that process.

1.6.3.4 The base contract price shall include Contractor providing any deposition or court testimony requested under the Consent Decree by the City, the U.S. Department of Justice, or Local 975, concerning the hiring process design or administration, or otherwise requested by the City to show that the process complies with state and federal employment laws.

1.6.3.5 Any other testimony or deposition needed, Contractor shall establish an hourly rate for time, to be preapproved by the City prior to work undertaken by the Contractor.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**MORRIS & McDANIEL, INC.**

**CITY OF AUSTIN**

DAVID M. MORRIS

Printed Name of Authorized Person

David M. Morris

Signature

PRESIDENT

Title:

6-24-2015

Date:

Erin DiVincent

Printed Name of Authorized Person

Erin

Signature

Senior Buyer Specialist

Title:

6-25-15

Date:

Exhibit A – City's Non Discrimination Certification

**EXHIBIT A**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*



The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 24 day of June, 2015

CONTRACTOR

Authorized Signature

Title

DAVID M. MORRIS (M&M, Inc.)  
David M. Morris  
PRESIDENT



**DEVELOPMENT AND ADMINISTRATION OF A  
SELECTION PROCESS FOR  
FIREFIGHTER CADET HIRING  
FOR  
THE CITY OF AUSTIN, TEXAS  
RFP # EAD0117REBID**



**Submitted to:**

Ms. Erin D'Vincent, Senior Buyer Specialist  
City of Austin, Purchasing Office  
Municipal Building  
124 W 8<sup>th</sup> Street, RM 308  
Austin, Texas 78701  
Telephone: (512) 974-4017

**Submitted by:**

David M. Morris, Ph.D., J.D., President  
Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314  
Telephone: (703) 836-3600  
Facsimile: (703) 836-4280  
E-Mail: [contact@morrisandmcdaniel.com](mailto:contact@morrisandmcdaniel.com)  
[www.morrisandmcdaniel.com](http://www.morrisandmcdaniel.com)

**REVISED**

**January 26 June 8, 2015**



Washington, D.C.

Atlanta, GA

New Orleans, LA

Jackson, MS



117 South Saint Asaph Street  
Alexandria, VA 22314  
Telephone: 703-836-3600  
Fax: 703-836-4280  
contact@morrisandmcdaniel.com  
www.morrisandmcdaniel.com

~~January 26~~June 8, 2015

Ms. Erin D'Vincent, Senior Buyer  
City of Austin, Purchasing Office  
Municipal Building  
124 W 8<sup>th</sup> Street, RM 308  
Austin, Texas 78701  
Telephone: (512) 974-2500

Dear Ms. D'Vincent:

Morris & McDaniel is pleased to submit our proposal to develop and administer a selection process for Firefighter Cadet hiring to assist in identifying candidates who are best qualified for entry into the Austin, Texas Fire Department.

Morris & McDaniel certifies that all information submitted in this proposal, including any supplements or later additions, is true and correct. Morris & McDaniel further certifies that we have read and understand all parts of the Proposal Preparation Requirements and Evaluation Factors for this solicitation, including without limitation the anti-lobbying and procurement rules of the City of Austin, and accepts all such requirements as a condition of this proposal. Morris & McDaniel further certifies that we are and shall remain in compliance with all such requirements, and with any other applicable federal, state and local procurement regulations, throughout the selection process(es) for this contract.

We know our firm has the depth of professional experience in protective service work required for this project. Our record of superior performance extends over thirty-eight (38) years. Much of this experience has involved the development of entry-level systems that solve the diversity challenge, provide merit-based lists and are legally defensible. Current and recent clients in fire service include such national figures as Former Chief Richard "Smoky" Dyer of Kansas City (entry-level services) and former Chief Herman Brice of Palm Beach County Fire-Rescue (promotional services), both of whom were former presidents of the International Association of Fire Chiefs (IAFC). We have been successful with numerous entry-level fire selection programs and are currently working with cities and jurisdictions such as Kansas City, Brevard County, Florida and Newport News Virginia. We have also been awarded and are currently working on some of the most challenging entry level fire selection projects in the nation such as New Haven CT, and Washington DC entry-level and promotional Fire projects. Additionally, we are under contract to perform numerous fire and police projects for New York City. Our prior experience with Austin entry level fire assessments will also greatly aid us in identifying areas for improvements.

We are enthusiastic about the opportunity to demonstrate our abilities to render the highest caliber of professional service. Joe Nassar, Co-Owner and Vice President, or I, as



Ms. Erin D'Vincent, Senior Buyer  
City of Austin, Purchasing Office  
Page 2

Co-Owner and President, have the designated authority to enter into contract discussions and negotiations and sign a contract on behalf of Morris & McDaniel, Inc. Either principal can be contacted at the address, email and/or phone number on this cover letter during the period of evaluation and act promptly on contract administration if awarded the project. Our firm acknowledges the receipt of Addendum #1, dated December 30, 2014; Addendum #2, dated January 15, 2015; Addendum #3, dated June 2, 2015; and has returned signed copies of each with our proposal. Our proposal is valid for a period of one hundred eighty (180) calendar days subsequent to the RFP closing date.

### ***Test Validation and Entry-Level Fire Cadet Selection Assessment Expertise***

Morris & McDaniel is a national leader in conducting test, development, validation and assessment projects. We have been recognized by the Society of Industrial Organizational Psychology as being "an authoritative source" in the area of building E.E.O. defensibility into tests and personnel systems (APA; Division 14 Publication on Conducting and Evaluating Continuing Education Workshops, 1985). In terms of serving the public sector in developing legally defensible selection systems, we know of no other firm that can match our record. In our 38 years of providing protective service assessment work, our assessment procedures have been successful in enfranchising minorities and females into protective service positions, while emphasizing merit-based principles. We have never lost a legal challenge to our tests in Federal Court.

### ***Testing and Assessment Philosophy***

Our efforts will be directed towards achieving (4) four program goals.

- a. a merit-based list with the best candidates at the top of the list,
- b. a fair and valid process so that all candidates have an equal chance,
- c. a list that achieves diversity, and
- d. a process that incorporates the AFD Core Values:
  - a process that is well defined, from beginning to end, in advance – no confusion.
  - a process that is job-related for the Firefighter position, and allows AFD to make meaningful selection decisions among candidates based on their likelihood of success in the training academy and on-the-job.
  - a process that that minimizes adverse impact on minority groups and women, within the constraint of maintaining validity.
  - an efficient and cost-effective process.
  - a vendor with a proven track record.
  - no mistakes, no controversy in the administration of the process.

### ***The Team of Professionals***

The principals, associates, and staff of our firm who will serve you have extensive experience and expertise in conducting this type of project. The team we have assembled to meet your needs is unmatched both in extensive professional experience and professional training. The resumes of these individuals are included in this proposal.



Ms. Erin D'Vincent, Senior Buyer  
City of Austin, Purchasing Office  
Page 3

In the final analysis, the credentials, experience and reputation that we describe and offer in this proposal uniquely qualify Morris & McDaniel for your project. We believe, however, that excellence in service is based on more than just the talents of the individuals and the resources of their firm; it is dependent on the interest and enthusiasm which they commit to serve the needs of the client. We are prepared to provide this interest in full measure.

Sincerely,

A handwritten signature in blue ink that reads "David M. Morris". The signature is stylized with a large, looped 'D' and 'M'.

David M. Morris, Ph.D., J.D.  
President  
DMM/~~trms~~



## TABLE OF CONTENTS

<b>SUBMISSION OF CITY REQUIRED FORMS .....</b>	<b>5</b>
<b>EXECUTIVE SUMMARY .....</b>	<b>6</b>
<b>A. BUSINESS ORGANIZATION .....</b>	<b>9</b>
<b>B. CORPORATE EXPERIENCE .....</b>	<b>13</b>
<b>C. AUTHORIZED NEGOTIATOR .....</b>	<b>37</b>
<b>D. PERSONNEL AND PROJECT MANAGEMENT STRUCTURE .....</b>	<b>38</b>
<b>E. SYSTEM CONCEPT AND SOLUTION .....</b>	<b>51</b>
<b>F. PROGRAM .....</b>	<b>72</b>
<b>G. COST PROPOSAL .....</b>	<b>94</b>
<b>H. CERTIFICATION .....</b>	<b>96</b>

### **APPENDIX A**

Ruling by Judge Walter Gex

### **APPENDIX B**

Morris & McDaniel Professional Staff Resumes

### **APPENDIX C**

Sample Entry-Level Firefighter Exam, Answer Key, and Answer Sheet

### **APPENDIX D**

Sample Structured Oral Interview, Scoring Standards, and Rating Form

### **APPENDIX E**

NELF Supplemental Validity Report, Content Validation Report for the Structured Oral Process for Entry-Level Firefighter, and National Entry-Level Fire Examination, and Structured Oral Process Criterion-Related Validity Report

### **APPENDIX F**

Sample Job Analysis Report

### **APPENDIX G**

Sample Entry-Level Firefighter Study Guide

### **APPENDIX H**

Sample Transportability Study

### **APPENDIX H**

Sample Structured Oral Interview Validity Report





# Submission of City Required Forms





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** EAD0117REBID

**COMMODITY/SERVICE DESCRIPTION:** Austin Fire Department  
Cadet Hiring

**DATE ISSUED:** 12/22/14

**REQUISITION NO.:** 14121000083

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 1/9/15; 1 PM

**COMMODITY CODE:** 91885, 92420

**LOCATION:** 4201 Ed Bluestein, Hook and Ladder Conference Room,  
Austin, TX 78721

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** 1/28/15 11 AM, local time

Erin D'Vincent  
Senior Buyer Specialist  
**Phone: (512) 972-4017**  
**E-Mail: [Erin.DVincent@austintexas.gov](mailto:Erin.DVincent@austintexas.gov)**

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

<b>Street Address for Hand Delivery or Courier Service</b>
City of Austin, Municipal Building
Purchasing Office-RFP EAD0117REBID Response
124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response  
Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200  
Solicitation Instructions for more details.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 10 ELECTRONIC COPIES ON A CD OR FLASH DRIVE OF  
YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**



The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: MORRIS & McDANIEL, INC.

Company Address: 117 So. SAINT ASAPH ST

City, State, Zip: ALEXANDRIA, VIRGINIA 22314

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: DAVID M. MORRIS, Ph.D., J.D.

Title: PRESIDENT

Signature of Officer or Authorized Representative: David M. Morris

Date: 1/23/15

Email Address: CONTACT @ MORRISANDMCDANIEL.COM

Phone Number: 703-836-3600

\* Proposal response must be submitted with this Offer sheet to be considered for award



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:
- | <u>Holiday</u>                     | <u>Date Observed</u>        |
|------------------------------------|-----------------------------|
| New Year's Day                     | January 1                   |
| Martin Luther King, Jr.'s Birthday | Third Monday in January     |
| President's Day                    | Third Monday in February    |
| Memorial Day                       | Last Monday in May          |
| Independence Day                   | July 4                      |
| Labor Day                          | First Monday in September   |
| Veteran's Day                      | November 11                 |
| Thanksgiving Day                   | Fourth Thursday in November |
| Friday after Thanksgiving          | Friday after Thanksgiving   |
| Christmas Eve                      | December 24                 |
| Christmas Day                      | December 25                 |
- If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.
53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**55. EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [erin.dvincent@austintexas.gov](mailto:erin.dvincent@austintexas.gov) no later than close of business Friday, January 9, 2015.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
    - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
5. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
7. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000100000A (B,I)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Management, professional, and related	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.
8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
9. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Ronnelle Paulsen

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512-974-5315

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[Ronnelle.Paulsen@austintexas.gov](mailto:Ronnelle.Paulsen@austintexas.gov)

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

# ***Scope of Work***

## **SOLICITATION NO. EAD0117REBID**

### **Description: Austin Fire Department Cadet Hiring Process Vendor**

#### **1.0 Purpose and Scope**

The purpose of this solicitation is to secure assistance for the Austin Fire Department (AFD) in developing and implementing a selection process for Fire Cadet hiring. Proposers should describe how their firm would partner with AFD in designing, administering, and validating that portion of the Fire Cadet selection process that occurs after minimum qualification screening and prior to the conditional job offer. Selection process steps after the conditional job offer (e.g. verification of employment, educational, and military records; criminal background checks; and physical, medical, and psychological assessments) are NOT included in the scope of this contract.

AFD has identified specific CORE VALUES for its new hiring process that are critical to achieving a process that best meets its needs. Responses to this RFP shall describe how the responding firm's proposed solution addresses the following CORE VALUES:

- A process that is well defined, from beginning to end, in advance – no confusion
- A process that is job-related for the Firefighter position, and allows AFD to make meaningful selection decisions among candidates based on their likelihood of success in the training academy and on-the-job
- A process that minimizes adverse impact on minority groups and women, within the constraint of maintaining validity
- An efficient and cost-effective process
- A vendor with a proven track record
- No mistakes, no controversy in the administration of the process

AFD has not specified a particular hiring process design, or specified the use of particular assessment tools, and invites proposers to offer their recommended solutions based on the CORE VALUES and other information in this RFP. However, proposers should be aware that AFD believes the final, approved selection process will likely include one or more validated, standardized assessments that evaluate whether applicants possess the knowledge, skills, abilities, and other characteristics required to be successful in AFD Fire Cadet training and as Firefighters on-the-job. Responses shall describe all assessment tools that the proposer reasonably believes may be used as part of its solution, shall include a discussion of how each assessment tool would be validated for use at AFD, and shall include any confirmatory job analyses and technical reports that support the use of each such assessment tool for selecting Fire Cadets. Responses shall also describe the proposer's strategy for conducting a local criterion-related validation study after the first administration of the process in Austin, including a discussion of the timing and methodology of the local validation study.



## **2.0     Background**

### **2.1     General Background**

AFD employs over 1,100 certified personnel (600+ in the rank of Firefighter) at 44 fire stations and an Airport Fire Rescue station at Austin Bergstrom International Airport. AFD provides emergency fire, rescue, and first responder services to residents and visitors. Emergency paramedic (Advanced Life Support) and transport services are provided by a separate City of Austin EMS Department. During FY2013, AFD responded to more than 86,000 incidents, including almost 63,000 medical calls for service.

AFD is a career fire department with many divisions, including Arson Investigations, Hazardous Materials and Special Operations with urban/wild land interface and other complex rescue services over land and water. As an urban metropolitan fire department, it encompasses much more than fire and rescue services, including public education, prevention services, permitting and code enforcement, and numerous other service-related areas.

The City of Austin values statement is organized around the acronym PRIDE which stands for **P**ublic service & engagement, **R**esponsibility & accountability, **I**nnovation & sustainability, **D**iversity & inclusion, and **E**thics & integrity. AFD's Mission Statement states a commitment to "creating safer communities through prevention, preparedness and effective emergency response."

The new selection process will be used for all Fire Cadet candidates, all of whom will be external candidates. Historically, most applicants come from the central Texas region, but, because the jobs and location are very attractive, there are also applicants from outside the central Texas region as well as other states. AFD's needs for hiring never cease and openings are constantly occurring through general attrition, retirements, etc. Minimum qualifications to apply for the job are: 18 to 35 years of age; U.S. citizenship or other status to work lawfully in the U.S. for AF; ability to read, write, and speak English; and completion of either 2 years of military experience with an honorable discharge, or 15 credit hours at an accredited 2- or 4-year college or university.

During the last hiring cycle, AFD received more than 4,800 applications through the City of Austin's online employment application system. This mechanism, after being prescreened for minimum qualifications, resulted in more than 4,000 applicants being invited to sit for the initial written test, with over 2,800 applicants actually taking the written test. That applicant group was approximately 39% White, 36% Hispanic, 12% Black, and 13% other or unspecified race/ethnicity. Eleven percent of applicants who took the initial written test were female. Every applicant who took the written exam was invited to participate in a structured oral interview, and over 2,000 interviews were conducted.

Under AFD's normal hiring practices, approximately 100 to 150 eligible candidates are invited each year to go through the pre-hire assessments, including: the Candidate Physical Ability Test (CPAT); medical and psychological evaluations based on a written and interview process; and personal background history verification and criminal check. Candidates who pass all the assessments are placed on a hiring list for future Fire Cadet Academies. AFD generally hosts two such academy classes per year, with 25 to 30 cadets in each class. Since there were no Cadet Academies during the past twelve months, AFD expects that Academies will be larger in 2014-2015, with perhaps 35 to 50 Fire Cadets in each class.

## **2.2 Special Considerations**

Proposers should be aware of the following special considerations. First, on November 7, 2014, the federal court in Austin approved a consent decree between the U.S. Department of Justice (DOJ) and the City of Austin (City) resulting from an investigation of AFD's 2012 and 2013 cadet hiring practices. A copy of the consent decree may be found at this link:

[http://www.austintexas.gov/sites/default/files/files/Fire/Applicants/2014/consentdecree\\_final\\_110714.pdf](http://www.austintexas.gov/sites/default/files/files/Fire/Applicants/2014/consentdecree_final_110714.pdf)

Responding firms will be expected to fully cooperate and assist the City in complying with those parts of the consent decree relevant to this contract. In particular, please note Part III.C.6 of the consent decree (pp. 13-17), which requires the City to provide certain information to DOJ about the hiring process that is the subject of this solicitation, and gives DOJ certain rights to object with respect to that process.

In addition, the consent decree provides specific hiring relief to certain candidates from AFD's 2012 cadet hiring process. See, Sec. III.F.5 of the decree (pp. 24-28). Under the decree, Hispanic and African-American candidates from the 2012 hiring process who were not hired, and who meet certain eligibility requirements, will be eligible for "priority hire" status in future Fire Cadet academy classes. The consent decree provides that these candidates for priority hire positions will go through the new selection process that is the subject of this contract (see, App. E to the consent decree). AFD estimates that including this priority hire candidate pool may add as many as several hundred additional candidates to the hiring process that is the subject of this contract.

Second, in the past the cost and administrative complexity associated with the 2012 and 2013 hiring practices – including running thousands of candidates through written and oral assessments in a matter of days (4 to 5 days per annual cycle) – is daunting. AFD is looking for innovative concepts in assessing candidate skills that are more inviting for the recruit and more cost effective for the department. AFD hopes to improve the experience for the test taker without inflating the cost of test administration, since the cost is funded by the City's taxpayers.

## **2.3 Minimum Qualifications**

Proposers who do not meet these minimum requirements will not be considered for this solicitation.

1. Proposer shall have experience in implementing hiring solutions:
  - a. With municipal public safety departments, and
  - b. With applicant pools that are 1,000 persons or greater.
2. Proposer shall have hiring solutions that are currently in production and have been so for at least one (1) year.
3. Proposer shall be able to produce documentation of the validity of proposed assessment tools in assessing Firefighter Cadet job-related critical skills and abilities.

## **3.0 Tasks/Requirements**

### **3.1 Contractor's Responsibilities**

3.1.1 Recommended Solution. The proposer's response shall identify its recommended solution for the design and administration of a Fire Cadet selection process based on the CORE VALUES and other background information described in this RFP. The overall process shall enable AFD to select Fire Cadets who can best meet AFD's job performance and behavioral requirements, while minimizing adverse impact within the constraint of validity. In evaluating proposals received, AFD will look for methodology and deliverables that are consistent with existing professional, scientific, and regulatory standards, and best practices, for employee selection processes.

Proposers should be aware that their recommended solution may be modified as a result of discussion and consultation with AFD, or in accord with the consent decree, either before or after the vendor selection decision is made.

3.1.2 Assessment Tools. The proposer's recommended solution shall describe the assessment tool(s) that the proposer believes will best address the CORE VALUES and other background information described above. With regard to each assessment tool, please provide the following information:

3.1.2.1 Origin: Who developed this assessment? Who supports and maintains it now?  
When was the present form of the assessment released?

3.1.2.2 List and define the constructs (knowledge, skills, abilities, personality, interests, experience) the assessment measures.

3.1.2.3 Describe the assessment design, e.g., fixed item pool, adaptive testing, etc.

3.1.2.4 Items: How many items does the assessment contain? Describe each type of item and response format in the assessment. Provide a sample of each item type.

3.1.2.5 Alternate Forms: Are alternate forms available? If yes, how many alternate forms? How was form comparability established?

3.1.2.6 How can AFD preview the assessment? Is an assessment demo available?

3.1.3 Assessment Development and Validation. Describe the assessment development process, and attach a copy of relevant technical report(s) or manual(s). Provide additional information on the following:

3.1.3.1 Summarize available evidence for criterion-related validity conducted by your company.

3.1.3.1.1 Provide the number of studies completed, total sample size of each, number of organizations and types of jobs included, criterion measures used, and uncorrected mean  $r_{xy}$ .

3.1.3.1.2 Describe any studies performed by your company (including results) conducted specifically on Firefighter Cadet or Firefighter applicants.

3.1.3.1.3 Summarize separately any studies (including results) in which fire academy outcomes, supervisor ratings, and job performance results were used as criterion measures.

3.1.3.2 Describe other existing types of validity evidence.

3.1.3.3 What reading difficulty level is required to take the assessment? How was this reading difficulty level determined?

3.1.3.4 Describe the assessment's reliability and how it was estimated.

3.1.3.5 Describe any utility studies that have been completed, and summarize the results.

3.1.3.6 Describe the process used to determine whether the assessment is appropriate for particular jobs. Is there an established process for documenting validity transportability? If so, please describe it.

3.1.3.7 Describe the composition of any norm group(s) used to help set critical scores or provide percentile equivalents of applicant scores.

3.1.3.8 What organizational performance outcome(s) can AFD expect?

3.1.3.9 Describe any ongoing or planned research involving this assessment and any design changes planned for the next 18 months.

3.1.4 Administration of the Assessments. The proposer should describe its recommended strategy for administering and scoring each recommended assessment tool. Special note: proposers will be responsible for staffing and administering their recommended assessments with limited support from the City, as described in Section 3.2, below. This responsibility can be met either through direct staffing by the vendor, or subcontracting with another firm acceptable to the City.

3.1.4.1 Describe the administration of the assessment(s) in the AFD environment and describe the assessment sessions; their content, who would administer them, and the number of applicants that can be accommodated in each one. Provide specific information on the following:

3.1.4.2 Timing: Is the assessment timed? If so, what is the time limit, and how is elapsed time measured? If not, how long does it typically take to complete?

3.1.4.3 What administration methods are supported, e.g., paper-and-pencil, PC-based, or web-based?

3.1.4.4 List any facilities, equipment or materials required to administer the assessment at each testing site, including system requirements other than a PC and internet connection.

3.1.4.5 Proctoring: Is proctoring required or recommended? Why or why not? If not, can the assessment be administered remotely? If so, describe how candidate identification is verified and threats to validity and test security are minimized.

3.1.4.6 Describe your firm's record keeping, archiving and assessment data maintenance processes.

3.1.4.7 What methods are recommended for using results to make operational decisions, e.g., cutoffs, bands, combination with other assessments in a compensatory model? How are qualifying thresholds established?

3.1.4.8 Can assessment scoring or content be customized? If so, how can it be customized? At what cost?

3.1.4.9 Score reports: Include a sample of each available report format. Do clients have access to their own score database? If so, can they run score report queries?



- 3.1.5 Defensibility. Describe how the proposer would defend the validity of its assessments and proposed hiring process if challenged in court. In addition to any other narrative the Proposer deems relevant, please indicate:
- 3.1.5.1 What examinee reaction data have been collected? What do they show?
- 3.1.5.2 How large are racial/ethnic group score differences in standardized mean differences between racial/ethnic groups (d scores)?
- 3.1.5.3 Have any of the proposed assessments produced adverse impact ratios (AIRs) of less than 80% on African-American/Black, Hispanic and/or female applicants? What are typical AIRs for the assessments for these groups? On what samples and sample sizes are these adverse impact ratios based?
- 3.1.5.4 Have fairness analyses been conducted in which regression lines for white and racial/ethnic minorities were compared? If so, what were the results?
- 3.1.5.5 Has use of any proposed assessment been challenged? If yes, by whom, before whom, when and under what circumstances? What was the outcome?
- 3.1.5.6 Explain how decision rules (e.g., critical scores, score bands, composite scores) for use of assessment scores in the selection process would be developed and defended?
- 3.1.6 Cooperation. The successful proposer shall agree to provide promptly any information about the design, scoring, or administration of its proposed hiring process, and any information about the composition, use, or validity of its written or oral assessments, in response to a written request from a federal or state enforcement agency resulting from the performance of this contract. This requirement will apply regardless of whether such request is made to the proposer or to the City. In addition, the proposer shall agree to provide on reasonable notice testimony about its assessments and the hiring process under this contract required in any court or in administrative proceeding. The City shall compensate the proposer at a pre-determined hourly rate for any such testimony requested by the City.
- 3.1.7 Hiring Cycle Timeline. The City's goal is to conduct the first administration of the hiring process under this contract by late summer 2015. With that goal in mind, provide a timeline for proposed work activities from kick-off meeting and job analysis research to the creation of an eligibility list and follow-up validity reporting (1 complete hiring cycle).

## **3.2 City's Responsibilities**

- 3.2.1 The City has an online job application system that shall be used by applicants as the

entry portal into the Fire Cadet hiring process. Information input into the online application system is dated and time stamped, and becomes the City's official record of the candidate's background and contact information. Applicant information will be provided to the selected vendor for the purpose of administering assessments.

3.2.2 Representatives from the City's Civil Service Office and AFD will:

- be available for consultation and coordination of assessment administration;
- communicate assessment process information to applicants via email and the department's website;
- respond to questions from applicants, seeking clarification from the vendor when needed;
- assist the vendor with securing resources such as local testing venues or interview evaluators, if needed; and
- post assessment scores and notify candidates who are eligible for pre-hire assessments.

3.2.3 AFD will be responsible for verification of employment, educational, and military records; criminal background checks; and physical (CPAT), medical and psychological assessments that take place after the conditional job offer has been made. These assessments are pass/fail and, when completed, result in a final eligibility list for Fire Cadet hiring.

**4.0 Anticipated Timeline**

RFP Release	December 22 <sup>nd</sup> , 2014
RFP Due Date	January 28 <sup>th</sup> , 2015
Evaluation Phase I – Expert Evaluation	Month of February
Evaluation Phase II – User Evaluation	Beginning of March
Potential Interviews	Last week of March
City Council Approval	Late May or June 2015

**5.0 Milestones/Deliverables** At a minimum, the City expects all proposals to include the milestones and deliverables described in the table on the following page.

<b>Milestone / Deliverable</b>	<b>Description of Contractor's Responsibilities</b>	<b>Timeline (due/completion date or reference date)</b>	<b>Performance Measures (Acceptance Criteria)</b>	<b>Contract Reference/ Section</b>
<b>Step 1: Pre-Work</b> <ul style="list-style-type: none"> <li>Initial planning</li> <li>Job analysis</li> <li>Validation &amp; transportability documentation</li> <li>Selection process design</li> </ul>	<ul style="list-style-type: none"> <li>Conduct kick-off meeting</li> <li>Perform and document job analysis research</li> <li>Identify proposed assessment(s) and develop proposed selection process</li> <li>Document evidence for transporting validity for proposed assessments to AFD Firefighter Cadet job</li> <li>Present and discuss process proposal and rationale with City representatives</li> <li>Answer questions from City and/or DOJ</li> </ul>	6 weeks after contract signed	Delivery of acceptable job analysis, assessment validation, and transportability documentation City and DOJ approval of proposed selection process	3.1.2
<b>Step 2: Development of Assessment Plan and Materials</b> <ul style="list-style-type: none"> <li>Final assessment materials and administration plan</li> <li>Candidate study guide</li> <li>Schedule for process administration</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate assessment administration timeline and resources with City Develop final plan for assessment administration</li> <li>Provide candidate study materials</li> <li>Supplement transport validity evidence as required to cover final versions of assessments</li> </ul>	1 month after completion of Step 1	City approval of assessment(s), assessment administration plan, and candidate study guide	3.1.3
<b>Step 3: Administration &amp; Scoring</b> <ul style="list-style-type: none"> <li>Administration of assessment(s)<sup>1</sup></li> <li>Scoring of assessment(s)</li> </ul>	<ul style="list-style-type: none"> <li>Administer assessments as required by City</li> <li>Score assessment(s)</li> <li>Provide raw assessment scores for each candidate to City</li> </ul>	Raw scores delivered to City within 2 weeks of completion of each assessment	Assessment(s) correctly and timely administered and scored; raw assessment scores delivered to City as required	3.1.5
<b>Step 4: Analysis of Results</b> <ul style="list-style-type: none"> <li>Analysis of scores</li> <li>Adverse impact study</li> <li>Consideration of less adverse alternatives (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>Analyze and support defensibility of assessment scores</li> <li>Recommend use(s) of scores to mitigate identified adverse impact (if any) while maintaining validity</li> </ul>	3 weeks after raw assessment scores are provided to City	Delivery to City of required score analyses, and City's approval of recommended use of scores	3.1.4

<sup>1</sup> This should include development and conduct of assessment administrator training, as required.

<b>Step 5: Post-Hire Validation</b> <ul style="list-style-type: none"> <li>Assessment of process based on AFD cadet academy &amp; probationary firefighter performance</li> </ul>	<ul style="list-style-type: none"> <li>Analyze performance of candidates in cadet academy and during firefighter probation</li> <li>Prepare report summarizing analysis</li> </ul>	1 month after completion of firefighter probation period for each cadet class	Delivery of acceptable documentation to City showing Contractor's completion of required work	3.1.3
<b>Step 6: Final Evaluation</b> <ul style="list-style-type: none"> <li>Completion of hiring cycle</li> <li>Final report and recommendations on assessment process</li> </ul>	<ul style="list-style-type: none"> <li>Deliver report summarizing successes and challenges of the hiring process</li> <li>Provide recommendations for process improvement in next hiring cycle</li> </ul>	1 month after completion of firefighter probation period for each cadet class	Delivery of acceptable documentation to City showing Contractor's completion of required work	3.1.6

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION REQUIREMENTS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0117REBID**

**1. QUALIFICATION RESPONSE FORMAT**

Responses shall be submitted in one (1) written copy (the original proposal) and ten (10) electronic copies (either disk or thumb drive).

Prefacing the qualification statement response, the Proposer shall provide an **Executive Summary** of three (3) pages or less, which gives in brief, concise terms, an overview of the response. The response itself shall be organized in the following format and informational sequence:

- A. **Business Organization:** Provide the following information about yourself, your company, and its operations.
- i. State the full name and address of your organization.
  - ii. Describe your company's experience in developing, validating and delivering assessment tools that are used to make employment decisions.
  - iii. State whether you operate as a partnership, corporation, or proprietorship. Include the State in which you are incorporated or licensed to operate.
  - iv. Identify your parent company if you are a subsidiary, and identify any affiliate organizations that engage in the employee assessment or employment consulting business.
  - v. Who owns your company? If there is more than one owner, what stake in the company does each owner have?
  - vi. Specify the location of each branch office or other subordinate element which will perform, or assist in performing, the work herein.
  - vii. Provide your average annual gross revenues over the last three years. What percentage of the revenue does your assessment instrumentation business represent? What percentage does consulting revenue represent?
  - viii. Does your company have errors and omissions liability insurance? If so, what are the policy limits?
- B. **Corporate Experience:** Describe only corporate experience related to performing the work specified in this solicitation.
- i. Describe your company's assessment philosophy and strategy.
  - ii. Describe the project history for personnel who will be assigned to this contract and who will actively participate on the project. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
  - iii. Provide the names of all municipal fire departments for which you have provided professional services during the past ten years. For each department, state the year(s) during which you worked with the department, and provide contact information for a specific individual at that department who can discuss your work. [Note: preference will be given to



**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION REQUIREMENTS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0117REBID**

Proposers who have worked or are currently working with departments in cities with populations over 500,000.]

- iv. Has the Proposer, or any assessment tool or process used by the Proposer, been the subject of an investigation by a government enforcement agency, a private lawsuit, or a contract grievance during the past ten years? If so, please state:
  - a. The identity the employer(s) involved, and the time frame of the investigation, lawsuit, or grievance;
  - b. The assessment(s) that were involved in the matter; and
  - c. The circumstances and outcome of the investigation, lawsuit, or grievance.
- C. **Authorized Negotiator:** State the name, address, email, and telephone number of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.
- D. **Personnel and Project Management Structure:** Provide a general explanation and organizational chart which specifies project leadership, reporting responsibilities, and interface points with City project management and team personnel.
  - i. State the names and qualifications of all professional personnel who will be assigned to this contract. State the primary work assigned to each person and the estimated percentage of time each person will devote to this work. Identify key persons by name and title. Provide full resumes for key personnel. Provide an organizational chart depicting the relationships of the key personnel.
  - ii. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **System Concept and Solution:** Based upon the CORE VALUES, Section 2.2 Special Considerations, and other information in the Scope of Work Statement, describe your strategy and proposed solution for the design, administration, and validation of a Fire Cadet hiring process at the Austin Fire Department (AFD). For each specific assessment tool and proposed use, provide the information requested in Part 3.1 of the Scope of Work statement, indicate why you believe each would be valid and effective for the City at this time, and describe what trade-offs the City should consider in evaluating them.
- F. **Program:** Describe your recommended work program for delivering your proposed solution. Include such time-related displays, graphs, and charts as necessary to show sequencing of major tasks, milestones, and decision points related to your recommended plan. Specifically indicate:
  - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks. Consider the required milestones/deliverables outlined in Section 5.0 of the Statement of Work.
  - ii. Describe how you define success for each of the tasks in your program plan.
  - iii. Describe potential risks associated with each task and what you will do to reduce risk.

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION REQUIREMENTS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0117REBID**

- G. **Cost Proposal:** Information described in the following subsections is required from each Proposer. A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. The City will retain ten percent (10%) of the total contractual price until all work products have been submitted and accepted.

Based on the contractor responsibilities described in Sec. 3.1 of the Statement of Work, list your not-to-exceed costs for the deliverables at each Step defined in Sec. 5.0, assuming that each assessment will be administered to 2,500 candidates. Your not-to-exceed cost should be a total cost number including all personnel costs, administrative and overhead costs, fees, travel costs, and all other costs that would be charged to the City. If the cost of a Step varies by the number of candidates being assessed, number of sessions conducted, or other factors, provide a specific, quantifiable description of how the cost varies at that Step. The total of all milestone Step payments should equal the total project not-to-exceed cost for a single testing cycle. Provide your cost breakdown in the following format:

<b>Milestone Step (Scope of Work 4.0)</b>	<b>TOTAL Not-to-Exceed Cost for 2,500 Candidates</b>
<b>STEP 1: Pre-Work</b>	
<b>STEP 2: Development of Assessment Plan and Materials</b>	
<b>STEP 3: Administration &amp; Scoring</b>	
<b>STEP 4: Analysis of Results</b>	
<b>STEP 5: Validation</b>	
<b>STEP 6: Final Evaluation</b>	
<b>TOTAL PROJECT COST</b>	

- H. **Certification:** The proposal must be signed by the Proposer and include the following certification:

"[Proposer] certifies that all information submitted in this proposal, including any supplements or later additions, is true and correct. Proposer further certifies that it has read and understands all parts of the Proposal Preparation Requirements and Evaluation Factors for this solicitation, including without limitation the anti-lobbying and procurement rules of the City of Austin, and accepts all such requirements as a condition of this proposal. Proposer further certifies that it is and shall remain in compliance with all such requirements, and with any other applicable federal, state and local procurement regulations, throughout the selection process(es) for this contract."

## **2. PROPOSER REQUIREMENTS**

A. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Proposers or potential Proposers

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION REQUIREMENTS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0117REBID**

are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- ii. If during the No-Contact Period a Proposer makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Proposer's Proposal is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Proposer has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Proposer from doing business with the City for a period not to exceed three (3) years, provided the Proposer is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Proposers submitting proposals on this solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Proposer has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- B. **Proposal Acceptance Period:** All proposals shall be valid for a period of one hundred and eighty (180) calendar days subsequent to the closing date for proposals.
- C. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- D. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**3. EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City policies and procedures. The successful Proposer will be selected by the City on a rational basis. In addition to compliance with the terms of this solicitation and its purchasing procedures, the City shall utilize the criteria listed below to evaluate proposals received. Proposals shall be scored using the factors and methodology outlined below to select the best Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors in Proposal Scoring:** Scoring of proposals shall be on a scale of 100 maximum points, allocated in two distinct steps. A third step of conducting Vendor Interviews is optional at the City's discretion.

**Step 1 – Technical Evaluation of Solution Design and Vendor Qualifications (maximum 30 points)**

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION REQUIREMENTS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0117REBID**

- i. The City has retained an experienced Industrial/Organizational Psychologist to participate in a technical evaluation and assist with its evaluation of the proposed system concept and solution, and the proposer's qualifications. The expert may request, through the City's Authorized Contact Person, additional information from the proposer to clarify and validate the details associated with selection process design and experience. Representatives from City Legal, and the Fire Department will also serve on the Expert Evaluation Team. Particular attention during this step will be given to the following:
  - Validity of Assessment Tool(s) (10 points): the strength of evidence showing the Proposer's process to be valid for the Fire Cadet job at AFD. This criterion includes, without limitation, the coverage of job-related critical skills and abilities measured by the assessment(s); the number, sample size, quality and results of supporting criterion-related and other validity studies; the availability of any validity transportability tools or methods, and the strength of the Proposer's job analysis tools and methods.
  - Defensibility of Process Solution Design (10 points): the ability to incorporate methods of reducing adverse impact while preserving validity; the use of facially valid assessment content; and the availability and quality of transportable evidence of validity.
  - Past Experience with Assessment Tool (10 points): the Proposer's history of providing well-documented and historical validity evidence for the proposed assessments; the ability to demonstrate that the proposed assessments will minimize adverse impact within the constraint of validity; and the ability to employ less adverse alternatives if assessment results show significant adverse impact. Past interactions and experience with government enforcement agencies, and participation in court litigation, will also be considered.
- ii. If a proposal does not receive 15 points or higher out of the maximum 30 points, the proposal will not advance to Step 2 and will not be reviewed by the City Evaluation Team. For the proposals moving forward, the points awarded in Step 1 will be added to the points awarded in Step 2 for a combined point total not to exceed 100 points prior to the optional Vendor Interviews in step 3.

**Step 2 – City Evaluation of Hiring Process Administration (maximum 70 points)**

- i. Representatives from the Austin Fire Department and City Human Resources – Civil Service Office will evaluate the Proposer's system solution. The User Evaluation Team will focus on the proposed administration of the hiring process, the Proposer's experience with public safety, and the solution's alignment with the Austin Fire Department's values and goals for hiring. Particular attention will be given to the following:
  - **Approach to the Work** (30 points): Grasp of the requirement(s) and terms and conditions; the proposed solution's responsiveness to the Statement of Work; and the completeness, clarity and thoroughness of the response.
  - **Feasibility** (10 points): the level of administrative burden to the City in the Proposer's process; the convenience of the process for the applicants and the City; and the quality of test security and applicant identity verification in the Proposer's process.
  - **Alignment with AFD Hiring Values and Special Considerations (see Scope of Work section 2.2)** (10 points): the level of clarity in the description of the process

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION REQUIREMENTS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0117REBID**

from beginning to end and the perceived ability to reduce the risk of cheating, administrative mistakes, and controversy. The ability to enhance the user experience without significantly increasing cost.

- **Demonstrated Applicable Experience** (10 points): the Proposer's past history of working successfully with large fire departments and Proposer's corporate size, work history, available resources, ability to deliver services within the City's desired timeframe, and financial stability.
- ii. **Total Evaluated Cost (maximum 10 points)**: the total cost to the City of using the Proposer's process, as reflected in the Cost Proposal in Part IX above.

**Step 3 – Vendor Interviews are optional at the City's discretion (maximum additional 25 points).**



Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name MORTIS & McDANIEL, INC.

1. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

KANSAS CITY FIRE DEPARTMENT

PAUL BERARDI - FIRE CHIEF

635 WOODLAND AVE, SUITE 2100

KANSAS CITY, MO 64106

(816) 784-9248 Fax Number (816) 784-9230

PAUL.BERARDI@KCMO.ORG

2. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

NEWPORT NEWS FIRE DEPARTMENT/HAMPTON FIRE  
DEPARTMENT CONSORTIUM

ROBERT CRAFT - ASSISTANT FIRE CHIEF

17300 WARWICK BLVD.

NEWPORT NEWS, VIRGINIA 23603

(757) 969-1800 Fax Number (757) 969-1844

RC.CRAFT@NNGOV.COM

3. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

CITY OF NEW HAVEN / NEW HAVEN FIRE-RESCUE DEPT.

STEPHEN LIBRANDI - MANAGER OF HUMAN RESOURCES

200 ORANGE ST., ROOM 102

NEW HAVEN, CT 06510

(203) 946-6767 Fax Number (203) 946-7166

SLIBRANDI@NEWHAVENCT.NET

Section 0835: Non-Resident Bidder Provisions

Company Name MORRIS & McDANIEL, INC.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: NONRESIDENT BIDDER

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: NOT APPLICABLE



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: EAD0117REBID**

**Addendum No: 1**

**Date of Addendum: 12/30/14**

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This addendum is to incorporate the following information to the above referenced solicitation:

- I. A phone bridge has been set up for the non-mandatory conference call on Friday, January 9, 2015 starting at 1 PM.


Phone Number: 512-974-9300

Conferee Code: 687927

Confirmation Number: 2740

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

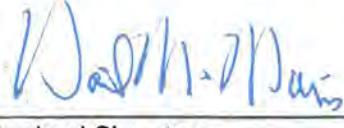
APPROVED BY:

  
Erin D'Vincent, Senior Buyer Specialist  
Purchasing Office

12-30-14  
Date

ACKNOWLEDGED BY:

DAVID M. MORRIS, Ph.D., J.D.  
Name

  
Authorized Signature

1/23/15  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**





**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: EAD0117REBID**

**Addendum No: 2**

**Date of Addendum: 01/15/15**

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1.0 This addendum is to incorporate the following questions and answers asked at the pre-proposal conference and via email to the above referenced solicitation:

1.1 (Q) What was the cost value (in terms of dollar amount) of the most recent contract for these services?

(A) The most recent contract was set up with \$336,000 in annual authorization.

1.2 (Q) What services were included under the most recent contract?

(A) This is described in the background section of Section 0500, Scope of Work. A written assessment, a structured oral interview, the services associated with scoring those, providing the validity, doing a job analysis – the pieces that are generally a part of making sure the assessment tools are appropriate or not.

1.3 (Q) Can you elaborate on what the on-site presence was and the roles of administration between the consultant and department to the City?

(A) The City wants to reiterate that we are not beholden to past practice. In the past, there was one person present who provided expertise about the administration during the written assessment. There was also a team that varied from one day to the next of roughly four to five. So when we say on-site there were also representatives that arrived and coordinated a job analysis prior to the administration of any of the assessment tools.

1.4 (Q) You keep talking in past tense, so what's happening today?

(A) We have no contract right now.

1.5 (Q) What is AFD's preferred total testing time for a candidate?

(A) That is a big part of the selection process design. It has to feed into the validity of the design of the process, so there is no preferred amount of time. It needs to be defensible.

1.6 (Q) What is AFD's preference regarding a time window for test administration (example number of days or weeks to test all candidates)?

(A) The City has had a variety of situations in the past where different components could take a few days or even a few weeks. Again, that needs to relate back to being able to defend the design of the selection process. We have always done a process once

per year. We would probably want to do an administration of the process once per year at least for the first couple of years in the development of a list of candidates.

1.7 (Q) Do you find that after you have openings that are pressing and become a problem if the time to hire is too long? Obviously in our experience you lose candidates after a period of time to other jobs and so on. But what has been your experience as it relates to the ability to fill jobs, the stress that it creates on the department, and how long that process can be?

(A) We have a lot of people that will come back and test year after year. It is a different sort of candidate pool than you might find in other workforces. We do lose some people to other fire departments. That is important in terms of the beginning to the end of a process not being too long. Most who end up being at the top of our list want this job badly and once we come around to their name, they are pretty willing to do what they need to do.

1.8 (Q) Where were the structured oral interviews administered last time?

(A) They were timed so that we could administer them during the summer. We have a high school that's structured with technology where you could push video out into multiple classrooms simultaneously.

1.9 (Q) What options exist for initial assignments of cadets upon completion of training?

(A) They all go to operations, and they're assigned to operations of first response companies which is typically engine and ladder companies.

1.10(Q) Are cadets always assigned to engine or ladder companies?

(A) Yes.

1.11(Q) Could you please provide additional detail to distinguish what is being requested in the Scope of Work under 3.1.3.1.2 versus 3.1.3.1.3?

(A) In 3.1.3.1.2, provide any studies about the applicants and/or cadets while they are in the academy. In 3.1.2.1.3, provide any studies about how post-academy outcomes were used as criterion measures. Outcomes could include overall academy performance and/or supervisor ratings regarding job performance during or after the probation period.

1.12(Q) Who is your DOJ expert that was part of that evaluation team in the first evaluation?

(A) No representative of the U.S. Dept. of Justice participated in the earlier evaluation process. Similarly, no Justice Department representative will participate in this evaluation process. The City will notify the Justice Dept. of the vendor ultimately selected, but the selection decision will be made solely by the City.

1.13(Q) You hired an outside team of three for the technical evaluation?

(A) No, the team is made up of two people from the City and a hired industrial organizational psychologist who works out of Atlanta.

1.14(Q) Who is that?

(A) Dr. Nita French, a professional I/O psychologist, is a member of the initial evaluation team that will review the proposals. Dr. French was retained by the City of Austin as a consulting expert to provide advice concerning certain psychometric testing issues in connection with the investigation of cadet hiring practices at the Austin Fire Department by the United States Department of Justice that commenced in 2013.

Please note that any contact with Dr. French or anyone other than the authorized point of contact Erin D'Vincent, may result in disqualification of your proposal.

- 1.15(Q) In the structured oral interview process, how many raters did you use and from where? Do you use internal people for that or external?
- (A) We do not use our own employees as many departments do. We have tapped into a pool of teachers from the region primarily. Again, because the process was going on in the summer, they were not in the classroom. The number of those evaluators varied from year to year in terms of how many small pools were doing those evaluations to get greater reliability.
- 1.16(Q) Do you all have an opinion that you would want to share about what you felt like worked really well and what did not in the past?
- (A) We are really trying to push innovation this time. If we were to say our preferences, we are afraid it will guide your proposals. So we are not going to do that this time around.
- 1.17(Q) What kind of mistakes or controversies would you feel would be most damaging? Or what would be most likely if something went wrong?
- (A) The original Equal Employment Opportunity complaint was based on the fact that the written exam was supposed to have two and a half hours for administration, and it was given for two. We had another administration at a different point in time where the questions for the structured oral interview were shared amongst those candidates. Both of these are part of the public record if you do any kind of a search. We have worked very hard and have had a lot of wins with regard to being very coordinated in how we administer these things, running that many people through. We definitely want to reduce risk in how we do a process.
- 1.18(Q) They felt it was unfair that they weren't given the full two and a half hours. They needed more time?
- (A) Yes.
- 1.19(Q) For those of us who submitted proposals to the first proposal, can those materials be returned?
- (A) All documents submitted become property of the City and will not be returned.
- 1.20(Q) Is the first evaluation more of the technical validity aspect of the proposed plan, and the second evaluation is more of the innovative solutions and administrative aspect?
- (A) Correct. The administrative team will look at the fit between what the vendor is proposing and the department's vision for what they want to have happen.
- 1.21(Q) How many people will be on that second evaluation?
- (A) We are anticipating approximately five.
- 1.22(Q) Who served as evaluators/assessors for the Structure Oral Interviews (SOIs) administered in 2012 and 2013?
- (A) In 2012, City personnel and local teachers served as SOI evaluators/assessors. In 2013, local teachers served as SOI evaluators/assessors.
- 1.23(Q) How long did it take to administer the 2012 and 2013 SOIs?



(A) In 2012, the SOIs were administered over 5 days with an additional day for site set-up and assessor training. In 2013, the SOIs were administered over 2 days with an additional half-day for site set-up and assessor training.

1.24(Q) How many interview questions were included in the 2012 and 2013 interviews?

(A) I believe that information is proprietary since it is a part of the previous Vendors' assessment tools. However, the 2013 SOI process description given to candidates stated, "You [the candidate] will be given three hypothetical scenarios with related questions."

1.25(Q) What specific aspects of this process would you like to incorporate "innovative concepts"? What does innovative mean to the AFD?

(A) AFD is open to trying new assessment methods at any point in the process so long as the selection process design and the assessment administration can be validated. AFD intends "innovative" to mean something that deviates from our past practice.

1.26(Q) What does the clarification of "only corporate" mean within section 1.B. Corporate Experience?

(A) Avoid describing experience on projects that are tangentially related to municipal fire department hiring. For example, if your company has experience working with downsizing and layoffs as well as hiring, focus your narrative on your hiring experience. The sentence should probably read, "Describe corporate experience related to performing only the work specified in this solicitation."

1.27(Q) In 2012, what percentage of the applicant pool passed both the NFSI and the Integrity Inventory?

(A) In 2012, there were 4,865 applicants and 2,671 took the written test. Roughly 1,760 were defined as having "passed" the written test (both NFSI and Integrity) and 1,500 candidates were invited to participate in the SOI.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin D. Vincent, Senior Buyer Specialist  
Purchasing Office, 512-972-4017

1/15/2015  
Date

ACKNOWLEDGED BY:

DAVID M. MORRIS, PH.D., J.D.

Name

  
Authorized Signature

1/23/15  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: EAD0117REBID**

**Addendum No: 3**

**Date of Addendum: 06/02/15**

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This addendum is to incorporate the following changes to the above referenced solicitation:

On May 11, 2015, the City of Austin and the Austin Firefighters Association (AFA) came to a tentative agreement on the terms of a new collective bargaining agreement (CBA). This tentative CBA has been approved by the AFA membership and is scheduled to go before the Austin City Council on June 4, 2015. If ratified by the City Council, the new CBA will apply to any contract that results from this Solicitation.

In reviewing the tentative CBA, Purchasing noted certain requirements that were not previously specified in the Solicitation. These additional specifications are within the general scope of the Solicitation and are sufficiently material to warrant their inclusion at this time.

In order to preserve the current Solicitation process, as well as the significant investments of time and resources by the City and the Offerors, the City hereby amends the Solicitation's contents to include those specific requirements from the tentative CBA.

**1.0 Instructions:**

Offerors who submitted proposals previously deemed to be responsive are requested to review the Solicitation changes (see red-line text as applicable) and submit any revisions to their proposals due to these changes only. Offerors shall respond to this Addendum as set forth below in order for their proposals to remain in consideration. Offerors choosing to revise any aspect of their proposals (i.e. price, references, etc.) shall submit a new red-lined version of their proposal. Offerors choosing not to revise their proposal but still wishing to be considered shall submit a statement acknowledging this addendum and their intention to leave their proposal as-is. Proposal revisions or statements shall be submitted to Purchasing by 12 noon, Central time on Monday, June 8, 2015. Send your revised proposal to Erin D'Vincent by email to: [erin.dvincent@austintexas.gov](mailto:erin.dvincent@austintexas.gov).

The City will review any proposal revisions or statements received. The City will then review and may revise each proposal's evaluation score as applicable. The City may also request interviews as necessary.

**2.0 Revised Scope of Work with redline edits, attached as Exhibit A.**

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

*Erin D'Vincent* 6-2-15  
Erin D'Vincent, Senior Buyer Specialist Date  
Purchasing Office, 512-972-4017

ACKNOWLEDGED BY:

David M. Morris

Name

*David M. Morris*

Authorized Signature

06-08-2015

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO THE DUE DATE LISTED IN THIS DOCUMENT. FAILURE TO DO SO WILL CONSTITUTE GROUNDS FOR REJECTION.**





**Morris & McDaniel's Response  
to Addendum No. 3  
EAD0117 REBID**

In order for our proposal to remain in consideration, Morris & McDaniel's response to Addendum No. 3 is presented below.

1. Morris & McDaniel does not wish to change our original pricing submitted with our original proposal. Therefore, no revision of pricing is to be submitted on the BAFO excel attachment that was provided as part of Addendum No. 3.
2. Morris & McDaniel's original proposal did, in fact, include an oral assessment component and therefore we are not required to submit answers to questions 1.0 – 6.0 included in the June 02, 2015 email from Ms. Erin D'Vincent.
3. Morris & McDaniel acknowledges receipt of Addendum No. 3 and returns one signed copy of said addendum, along with our revised proposal for EAD0117 REBID.
4. Morris & McDaniel submits a new revised red-line proposal for EAD0117 REBID due to the changes included in Attachment A, Revised Scope of Work, provided as part of Addendum No. 3.

## EXECUTIVE SUMMARY

Through a Request for Proposals (RFP No. EAD0117REBID), Morris & McDaniel been asked to make a proposal to the decision-makers in the Austin Fire Department and Civil Service to design, administer, and validate the portion of the Fire Cadet Selection process that occurs after minimum qualification screening and prior to the conditional job offer. Per the RFP, the testing contract is for an initial period of twelve (12) months and may be extended for up to five (5) additional twelve (12) month periods.

Decision-makers in the Austin Fire Department (AFD) and Civil Service Office are seeking an outside consultant to design and administer a firefighter employment assessment process for the entry-level position of Fire Cadet. The test instrument(s) to be designed and used must assess the necessary knowledge, skills, abilities and other characteristics which are required to be successful in AFD Fire Cadet training and as Firefighters on the job with the AFD as determined through the job analysis.

Our proposal will detail the specifics of each component in the test battery. Our firm will also develop and duplicate the Entry-Level Fire Fighter Examination and make the Study Guide available in electronic format to each candidate. The testing process that we will propose for decision makers can be accomplished within a four-month period from the beginning of the first assessment component period and could contain the following:

1. The Entry Level written multiple choice assessment component which will assess relevant KSAPs important for the job as determined through the job analysis.
2. Structured Oral Interview (SOI) which will assess KSAPs that are determined through the job analysis to be important to the job.

If permitted we will suggest other components that can enhance the value of Assessment Program.

Using the test battery components presented above, our firm has been highly successful in achieving the same goals (listed below) that the City of Austin desires. We have implemented and have been successful in the New Haven, CT Fire Department, Kansas City Fire Department, Newport News Fire department, the Brevard County Fire and Rescue, Philadelphia Police Department, and the Mississippi Highway Patrol.

Morris & McDaniel can accomplish these goals for the Austin Fire Department. We offer a valid, defensible entry-level public safety selection test battery which features a proven Entry-level written exam and other test instrument components which will:

- provide a high degree of validity



- have a direct job relationship
- provide highly qualified candidates
- minimize adverse impact and provide a diverse pool of candidates

### ***Ability to Provide Major Services of the Kind Requested***

Morris & McDaniel is one of the most respected and experienced firms in the country in handling public safety entry-level selection assessment programs. We have provided consulting services to numerous Fire and Police departments, including Kansas City Fire Department; Newport News, Virginia Police and Fire Departments; Memphis, Tennessee Police and Fire Departments; Palm Beach, Florida Police and Fire Departments; Brevard County, Florida Fire and Rescue; Chesapeake, Virginia Police and Fire Departments; Philadelphia, Pennsylvania Police Department; and the Mississippi State Highway Patrol. We have recently received top ratings from our customers who completed a Past Performance Evaluation as part of the Open Ratings system sponsored by Dun and Bradstreet.

### ***Our Firm's Professionals and Work Background***

The principal partner of Morris & McDaniel, Dr. David Morris, holds a Ph.D. in Psychology with licensing in Industrial/Organizational Psychology as well as a Juris Doctorate in Law with professional experience in Title VII employment law. Dr. Morris will serve as Project Director. Principal partner Joe F. Nassar, who holds a Master's Degree in Public Administration and Bachelor of Science Degree in Criminal Justice, will serve as Project Coordinator. Roger McMillan, our Vice President of Operations, is retired Chief Judge for the Mississippi State Appeals Court. Professional staff who will be assigned to this project are well-qualified in similar professional experience and educational background.

The following proposal will outline our firm's qualifications and the professional services we can provide to address Austin Fire Department and Civil Service Commission testing requirements as well as a detailed explanation of experience we possess to ensure professional capability in incorporating both job relatedness and validity. Having over 38 years of experience in developing, administering, and scoring entry-level testing and job-related promotional examinations for public safety positions, Morris & McDaniel is both knowledgeable and well-resourced in determining and fulfilling the testing needs of each individual client. Our emphasis on personal service as well as the "end-product" sets us apart from other large testing firms. In



addition to our knowledge and background in testing, it is our commitment to serve our clients and the relationship we have with each one of them that makes us renowned in our field.

The steps we propose for consideration are:

- Planning Sessions
- Job Analysis
- Presenting Assessment Procedures for Consideration and Discussion
- Validation of all Testing Components using Transportability procedures
- Multiple Choice Test
  - Entry-Level Fire Fighter Exam – a score compensatory component assessing the KSAPs determined by the job analysis to be important
- A Structured Oral Interview (SOI) – which assesses more complex dimensions, such as the ability to identify and analyze problems; the ability to make sound decisions; the willingness to be service oriented; teamwork and cooperation, and the ability to communicate orally. These dimensions are just examples and the dimensions selected would have been supported by the job analysis.
- Validation of all Testing Components before the administration using transportability procedures and criterion-related procedures for post administration, in compliance with professional standards and giving deference to all federal guidelines.





## A. BUSINESS ORGANIZATION

i. State the full name and address of your organization.

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, VA 22314  
Telephone: (703) 836-3600  
Email: [contact@morrisandmcdaniel.com](mailto:contact@morrisandmcdaniel.com)

ii. Describe your company's experience in developing, validating and delivering assessment tools that are used to make employment decisions.

Morris & McDaniel was founded in 1976, and the principals of the company have been full-time in the business of Industrial and Organizational Psychology ever since including the development, scoring, administration, validation and legal defense, if necessary, of entry-level and promotional examinations for public safety occupations. From 2004 to 2007, we operated an International Division, assisting the U.S. Department of Defense in assessing police candidates for the Iraqi Civilian Police Force.

Our company has offices in the following cities:

- Washington, D.C. (Alexandria, Virginia);
- Atlanta, Georgia;
- New Orleans, Louisiana; and
- Jackson, Mississippi.

Our first project as a corporate entity was an empirical content validation of entry-level tests used by a protective service organization. Based on our study, the lawyers for the plaintiffs elected not to challenge the testing process. Since that time, we have conducted a wide variety of human resource projects for public and private sector organizations

including protective services and public safety, with extensive experience in promotional testing in the fields of fire/EMS, law enforcement, and corrections. Specifically, Morris & McDaniel has provided consulting services to numerous fire departments (including Kansas City Fire Department, Memphis Fire Department, Norfolk VA Fire Department, Orange County Fire Rescue, Brevard County Fire Rescue Department, Palm Beach County Fire Rescue); law



enforcement organizations (including AMTRAK, Boston Police Department, State of Florida Department of Law Enforcement, Georgia Association of Chiefs of Police, Harbor Police Port of New Orleans, Iraqi Police Service, Maryland State Police, Massachusetts State Police, Mississippi Highway Patrol, Palm Beach City Sheriff's Office, Houston Police Department, Jefferson Parish Sheriff's Office, University of Texas at Houston Police Department, U. S. Capitol Police, U. S. Secret Service); airports (including Jackson International Airport Authority, Metropolitan Washington Airport Authority); three legal departments (including the City of Philadelphia Legal Dept.); Civil Service Offices (including MS State Personnel Board, Massachusetts Department of Personnel Administration, Wyoming State Department of Personnel); educational institutions (including MS Dept. of Education, Palm Beach Community College, Santa Fe Community College); and private corporations (including Cargill Corporation, Canal Barge, Inc., Placid Refining Company, Saks, Inc., Wayne Farms, Inc.).

There are few firms that can match our depth of experience in developing valid, legally defensible, and fair tests for protective service and public safety organizations. We have developed combinations of written tests, performance-based assessment centers, structured interviews, and training and experience ratings for numerous fire, law enforcement, and corrections departments in several states. We have conducted job analyses and have written law enforcement and fire promotion written knowledge tests for a variety of ranks. All these test items (over 3,500) were written by our staff from materials which were identified in the job analysis as being relevant; these materials included local general orders, special orders, rules and procedures, relevant sections (e.g., search and seizure) of State and Federal laws, and relevant external textbooks.

We have developed tailor-made oral boards and assessment centers to meet the specific needs of numerous protective service and public safety organizations. The exercises for these assessment centers were developed entirely by our staff, based on information derived from our job analysis efforts. We also conducted each of these assessment centers, including training of candidates, training of assessors, designing and managing the actual assessment process (candidates performing the exercises), managing the assessment council activities (assessors arriving at final scores), and providing written feedback to candidates.

In these public safety testing and assessment systems, we have assessed from 10 to 6,000 candidates at one time. In the case of the larger numbers, we have made extensive use of video-based assessment (use of video and audio equipment) for both presentation of practical exercise materials and recording of candidates' performance. We also have made use of



innovative techniques such as multiple-choice in-basket and multiple-choice questions coupled with video vignettes.

We feel that our firm is unsurpassed in the development of valid, legally defensible, and fair promotional systems. Many of our promotional systems have been conducted in highly litigious situations. Most of our tests and assessments have been viewed by lawyers, as well as test candidates, as being so fair that there were no legal challenges.

Dr. Morris, Principal Project Leader, has been an expert witness in Federal Court on numerous occasions. With a few exceptions, these were Title VII cases. Dr. Morris, a Psychologist with licensing in Industrial/Organizational Psychology and an attorney, has been recognized by the profession of Industrial/Organizational Psychology as "an authoritative source in designing personnel systems which emphasize legal fairness and legal defensibility." Dr. Morris is also a diplomat of the American Board of Psychological Specialties.

Morris & McDaniel has been in existence over thirty-eight (38) years.

iii. State whether you operate as a partnership, corporation, or proprietorship. Include the State in which you are incorporated or licensed to operate.

Morris & McDaniel is a corporation and we are incorporated in each of the states of Virginia, Georgia, Louisiana, and Mississippi.

iv. Identify your parent company if you are a subsidiary, and identify any affiliate organizations that engage in the employee assessment or employment consulting business.

Morris & McDaniel is not a subsidiary, nor does Morris & McDaniel have any affiliate organizations that engage in the employee assessment or employment consulting business.

v. Who owns your company? If there is more than one owner, what stake in the company does each owner have?

Morris & McDaniel is jointly owned by Dr. David M. Morris and Joseph F. Nassar. Dr. Morris owns 80% and Mr. Nassar owns 20% of the company.

vi. Specify the location of each branch office or other subordinate element which will perform, or assist in performing, the work herein.

Our Washington, D.C. office (117, South St. Asaph Street, Alexandria VA 22314) will be the principal office servicing the Austin Fire Department project. Assistance and support will be provided by our office in New Orleans and by our Scoring Center in Jackson, MS.



vii. Provide your average annual gross revenues over the last three years. What percentage of the revenue does your assessment instrumentation business represent? What percentage does consulting revenue represent?

2012 – \$2,675,916  
80% assessment instrumentation  
20% consulting

2013 – \$3,345,863  
80% assessment instrumentation  
20% consulting

2014 – \$3,066,082  
80% assessment instrumentation  
20% consulting

viii. Does your company have errors and omissions liability insurance? If so, what are the policy limits?

Morris & McDaniel holds errors and omissions liability insurance coverage. The policy limits are as follows: \$1,000,000 each wrongful act, and \$3,000,000 aggregate.

## INSURANCE

Morris & McDaniel holds the following insurance coverage. Upon award of the contract, Morris & McDaniel will agree to add the Austin Fire Department and Civil Service Commission as an Additional Insured and provide the City with a Certificate of Insurance.

Auto Liability	- \$1,000,000 any one accident
General Liability	- \$1,000,000 per occurrence - \$2,000,000 general aggregate
Workers Compensation	Statutory: Virginia and Mississippi
Coverage A	
Employer's Liability	- \$1,000,000 each accident
Coverage B	- \$1,000,000 disease policy limit - \$1,000,000 each employee
Excess/Umbrella Liability	- \$2,000,000 each occurrence aggregate
Errors and Omissions	- \$1,000,000 each wrongful act - \$3,000,000 aggregate



## B. CORPORATE EXPERIENCE

i. Describe your company's assessment philosophy and strategy.

### ***Test Validation and Entry-Level Fire Fighter Selection Assessment Expertise***

Morris & McDaniel is a national leader in conducting test development and validation of assessment center projects. We have been recognized by the Society of Industrial Organizational Psychology as being "an authoritative source" in the area of building E.E.O. defensibility into tests and personnel systems. (APA; Division 14 Publication on Conducting and Evaluating Continuing Education Workshops, 1985). In terms of serving the public sector in developing legally defensible selection systems, we know of no other firm that can match our record. In our 38 years of providing protective service assessment work, our assessment procedures have been successful in enfranchising minorities and females into protective service positions, while emphasizing merit-based principles.

Morris & McDaniel is considered by many to be the leading firm in the nation for solving diversity issues for large protective services (law enforcement, corrections, and fire/EMS) in their selection and entry-level procedures. Morris & McDaniel was the "go to" firm for both the Philadelphia Police and the Mississippi Highway Patrol, two jurisdictions that have had diversity issues and long protracted litigation. Our assistance in both cases was by invitation, not by bid. Our reputation as the firm that "solves the problem," not the firm that "will try to address it," was earned by assisting many jurisdictions after several frustrating attempts on the clients' part with other vendors.

We have been asked to help two other large metropolitan fire departments with their promotional procedures with appropriate diversity as a goal. The Kansas City Fire Department was dealing with diversity issues and facing EEO scrutiny when they invited a proposal from our firm. That was in 2001, and today, our firm has handled every selection and promotional procedure for the ranks of Deputy Chief, Battalion Chief, and Fire Captain with no adverse impact. We remain under contract and in spring of 2015 our firm will conduct the seventh entry-level selection process for the Kansas City Fire Department.

Since 2002, the City of Memphis, Tennessee, Testing and Recruitment Division, has used our firm for all Fire promotional testing (Fire Suppression ranks of Battalion Chief, Division Chief, Lieutenant, Fire Driver and Air Rescue Chief; Fire

**In the last decade, we have not failed to achieve diversity for cities that have followed and implemented our suggested Police and Fire procedures.**



Prevention Ranks of Fire Inspector, Fire Inspection Supervisor, Fire Investigations and Assistant Fire Marshal; Fire Communications Ranks of Senior Fire Alarm Operator and Watch Commander; and EMS Ranks of Battalion Chief, Division Chief, and Lieutenant). After testing 1,000 candidates for over three ranks, Director Chester Anderson, the former Chief of the Fire Service, said that it was the first time in 30 years that there was no litigation and that we had achieved excellent diversity in the final lists.

Our work with the Mississippi Highway Patrol involving their entry-level selection procedures resulted in exceeding the parity goals established by the litigants during the five separate administrations (2005, 2006, 2007, 2011 and 2014). The Federal Judge who reviewed our work that led to the end of one of the nation's longest running consent decrees actually wrote our procedures by name into the decree (see Appendix A).

Morris & McDaniel has continued to demonstrate excellence to our clients in the successful development and administration of entry-level public safety projects.

Morris & McDaniel is one of only three testing firms allowed to conduct testing for Entry-Level Law Enforcement Officer and Correctional Officer for the Florida Department of Law Enforcement (i.e., for law enforcement and correction jurisdictions throughout the State of Florida).

There are few firms that can match our depth of experience in developing valid, legally defensible, and fair tests for protective service and public safety organizations. In these fire and law enforcement assessment systems, we have assessed from 10 to 1,000 candidates at one time. In the case of the larger numbers, we have made extensive use of video-based assessment (use of video and audio equipment) for both presentation of practical exercise materials and recording of candidates' performance. We also have made use of innovative techniques such as multiple-choice in-basket and multiple-choice questions coupled with video vignettes.

We feel that our firm is unsurpassed in the development of valid, legally defensible, and fair entry-level systems. Many of our entry-level systems have been conducted in highly litigious situations. Most of our tests and assessments have been viewed by lawyers, as well as test candidates, as being so fair that there were no legal challenges.

Dr. Morris, Principal Project Leader, has been an expert witness in Federal Court on numerous occasions. With a few exceptions, these were Title VII cases. Dr. Morris, a Psychologist with licensing in Industrial/Organizational Psychology and an attorney, has been recognized by the profession of Industrial/Organizational Psychology as "an authoritative source in designing personnel systems which emphasize legal fairness and legal defensibility."





## ***Our Assessment Philosophy and Strategy Includes:***

### ***Job Analysis***

Job analysis is the basis for all personnel management systems including test development, performance appraisal, staffing procedures, human resource planning, job classification and evaluation, and training program development. The job analysis procedure identifies work tasks and behaviors and the knowledge, skills, abilities, and personal characteristics required to perform these tasks. Morris & McDaniel has many years of experience in conducting job analyses for a broad range of blue and white collar occupations in both the private and public sectors. We have developed job analysis procedures that have withstood legal challenges on several occasions. We have designed and presented seminar programs for managerial personnel and job analysts on multi-purpose job analysis techniques.

Morris & McDaniel has conducted job analyses for physically demanding, as well as sedentary, occupations that require a wide variety of physical, cognitive, interpersonal, technical, managerial, and other skills.

### ***Entry-Level Employee Selection, Promotion, and Placement***

Morris & McDaniel has considerable experience developing job-related employee selection and placement procedures. Our projects involve designing valid job-knowledge tests and assessment centers that are tailored to specific occupations and work settings, implementing the selection process for private and public sector clients, and conducting structured interviews for placement of managerial personnel. Job-knowledge tests have been developed for numerous police and fire departments, welfare case workers, correctional officers, and grain operators, to name only a few occupations. Morris & McDaniel has completed the development of job-related examinations for over 340 jobs in state government. To our knowledge, no other similar consulting firm has such an extensive base of experience with so many jobs found in local and state government organizations. With this base of experience, we have refined task inventories for a very extensive list of jobs in local and state government. We have considerable experience in developing and implementing non-traditional tests, i.e., practical simulation tests, using videos, multiple-choice in-baskets, and structured oral interviews. We have developed tailor-made oral boards and assessment centers for entry-level promotional fire rank(s) to meet the specific needs of numerous protective service and public safety organizations. The exercises for these assessment centers were developed entirely by our staff, based on information derived from our job analysis efforts. We also conducted the administration of each of these assessment centers,





including orientation to candidates, training of raters, designing and managing the actual assessment process (candidates performing the exercises), managing the assessment council scoring activities (raters arriving at final scores), and providing written feedback to candidates.

### ***Examination Experience***

Our approach in test development is collaborative. Based on the job analysis results, we will make a recommendation of the types of assessments that are typically used to assess particular competencies and performance dimensions. We will meet with the Fire Department and Civil Service Commission to review our proposed exam plan. We will help City officials to evaluate their various options in light of time scheduling constraints, number of candidates to be assessed and budgetary constraints. We will also discuss the return on investment of various options and utility considerations given relative validity evidence for the various assessments. For performance exercises and structured oral interviews/oral boards, our approach is similar to that used for assessment centers – very rigorous question development based on realistic scenarios often captured by critical incidents and comprehensive training for the raters/raters.

### ***Typical Exam Components***

The development of written job knowledge tests or test of cognitive ability is guided by the principles of psychometrics. Specifically, we follow the principles of the AERA, APA, NCME Standards for Educational and Psychological Testing and the Principles for the Validation and Use of Personnel Selection Procedures of the Society of Industrial and Organizational Psychology (Division 14 of the American Psychological Association). For performance-based exercises such as written exercises, oral presentation exercises, table top exercise simulations, we follow the Guidelines and Ethical Considerations for Assessment Center Operations endorsed by the 28th International Congress on Assessment Center Methods (May 4, 2000). The entry-level fire cadet selection processes for the Austin Fire Department will be developed and conducted in such a manner as to conform to both professional standards and governmental guidelines.

Our goal is to develop valid and legally defensible selection procedures for the Austin Fire Department. We shall design entry-level selection procedures that are:

- **Legally Defensible**, giving deference to the requirements of the Uniform Guidelines on Employee Selection Procedures and the requirements of the Austin Fire Department and Civil Service Commission rules, regulations, and union contracts, where applicable.
- **Professionally Defensible**, giving deference to the requirements of the professional psychological standards, specifically the Society of Industrial and Organizational



Psychology (Division 14) Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition and the AERA, APA, NCME Standards for Educational and Psychological Tests.

- **Reliable**, demonstrating high consistency in results and freedom from random error.
- **Job Related and Valid**, using job analysis, knowledge, skill, ability and personal characteristics (KSAP) identification, knowledge source identification, linking sources to KSAPs and to tasks, deriving performance standards and management dimensions, and developing professional quality tests, and assessment exercises.
- **Fair**, providing everyone with a clear perception of equal opportunity to compete on the basis of their relative qualifications for entry-level fire cadet selection opportunities.
- **Efficient**, being easy to administer and capable of accommodating the number of candidates for these positions.
- **Administratively Feasible** in terms of the development and long-term human and fiscal compatibility with the time frames and operational cycles for the establishment of certified lists of eligibles for this position.

### **Assessment Centers**

Morris & McDaniel officers have considerable experience in the design and implementation of state-of-the-art assessment centers for supervisory and managerial positions. Our projects have involved the use of multiple assessment techniques and exercises tailored to specific occupations and work settings, as well as multiple trained observers or raters. Examples of projects involving the design and implementation of assessment centers are Norfolk Police and Fire Departments, Palm Beach City Sheriff's Office and Fire-Rescue, Houston Police Department, University of Texas at Houston Police Department, Jefferson Parish Sheriff's Office, and Tucson Police Department, Memphis Fire Department, Kansas City Fire Department — to name only a few. Our work in assessment centers involves not only design and implementation, but also training seminars and professional lectures and articles. Members of our staff have delivered keynote addresses at the International Congress on the Assessment Center Method.



### ***Employment Discrimination Law***

Morris & McDaniel is a firm of Industrial/Organizational Psychologists. The senior principal, also a licensed attorney, has expertise in employment discrimination law and has broad experience in Title VII litigation. This includes preparation of case materials, delivering deposition and expert testimony, conducting validation studies and statistical analyses of employment practices, and developing and implementing new personnel systems to comply with consent decrees. Our projects have included performing adverse impact analyses and evaluating employer compliance with legal and regulatory requirements. We have advised how to develop a legally defensible selection system, including the consideration of minimum qualifications. Morris & McDaniel has also conducted several projects to develop and validate new selection procedures that comply with legal requirements and consent decrees.

### ***Legal and Regulatory Issues***

Morris & McDaniel has given expert opinions in federal courts on the interpretation of the Uniform Guidelines on Employee Selection Procedures. In addition to our activities in interpreting the Uniform Guidelines, Morris & McDaniel officers have broadened these efforts by developing and presenting several conference seminars and courses for personnel managers, psychologists, and lawyers in the public and private sectors in this country and in Great Britain. We have also published professional articles and contributed to books regarding the interpretation of the Uniform Guidelines. One officer has been asked to serve on the Task Force of the Society of Industrial and Organizational Psychology to provide comments on possible revisions for the AERA, NCME, APA Standards for Educational and Psychological Tests.

### ***Assessment Philosophy and Customer Involvement***

An in-depth understanding of our clients and their environment is our goal. This approach allows us to provide more effective personnel assistance. Our emphasis is not limited to developing and conducting valid assessment center procedures. It includes establishment of sound procedures and consistent methodologies and is based upon an examination of the underlying rationale of the system and the needs it serves.

This "business approach" places emphasis on timely involvement of the principals in all aspects of the project. We recognize the importance of open and timely communication between personnel psychologists and their clients. We will make every effort to be responsive to your requests for special engagements and, where appropriate, at your request we will actively participate in various management and committee meetings related to this project.



### ***The Team of Professionals***

The principals, associates, and staff who will serve you have extensive experience and expertise in conducting this type of project. The team we have assembled to meet your needs is unmatched both in extensive professional experience and professional training. The resumes of these individuals are included in this proposal.

In the final analysis, the credentials, experience and reputation that we describe and offer in this proposal uniquely qualify Morris & McDaniel for your project. We believe, however, that excellence in service is based on more than just the talents of the individuals and the resources of their firm; it is dependent on the interest and enthusiasm which they commit to serve the needs of the client. We are intent that our performance will exceed your expectations.

### ***Agency/Employee Contractual Conditions***

When the project meeting discussions take place, we would ask Austin Fire Department and Civil Service Commission to confirm any agency/employee contractual conditions which we must meet. We will work with Austin Fire Department and Civil Service Commission to conform to these contractual conditions.

Upon request for assistance from Austin Fire Department and Civil Service Commission, appropriate member(s) of our firm will attend conferences and/or meetings to provide project guidance including advice on administrative, legal, or other challenges to the processes and procedures. We have established frequent monthly meetings, or discussions, but recognize that there will be a greater need for more frequent visits during the initial startup of this project as well as during critical assessment events throughout the contract period.

Over our thirty-eight (38) years of providing professional services to clients in the public and private sectors, our firm recognizes the importance of open and instant communication between consultant and client. Our clients can attest to our timely response to telephone calls and requests for assistance. Our commitment to Austin Fire Department and Civil Service Commission will be no less than this.



## C. AUTHORIZED NEGOTIATOR

State the name, address, email, and telephone number of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

David M. Morris, Ph.D., J.D.  
President  
Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, VA 22314  
Telephone: (703) 836-3600  
Email: [contact@morrisandmcdaniel.com](mailto:contact@morrisandmcdaniel.com)



## **D. PERSONNEL AND PROJECT MANAGEMENT STRUCTURE**

i. State the names and qualifications of all professional personnel who will be assigned to this contract. State the primary work assigned to each person and the estimated percentage of time each person will devote to this work. Identify key persons by name and title. Provide full resumes for key personnel. Provide an organizational chart depicting the relationships of the key personnel.

### **PROJECT MANAGER AND STAFFING PLAN**

Morris & McDaniel has assembled an outstanding project team to support the City of Austin Fire Department. The team is presented in the Organizational Chart below. In this section, we also provide preliminary descriptions of their expertise. Please refer to Appendix B for complete professional resumes on our staff.

#### ***Personnel Background and Qualifications***

Morris & McDaniel has an experienced and highly qualified staff of professionals and support personnel to conduct our projects. In this section we highlight the background and experience of our key members who have participated in developing public safety entry-level assessment systems including written examinations, assessment centers, oral boards and structured interviews. As noted above, our firm's principals will be heavily involved in all project activities. We do not see any conflict of interest associated with directing/staffing the City of Austin Fire Department project.

Dr. David Morris, the President of Morris & McDaniel, will serve as overall Project Director/Principal Project Leader. Mr. Joe Nassar, Vice President, will serve as Project Coordinator and Mr. Roger McMillin, Vice President of Operations, will serve as Project Controller. Project personnel include Dr. Lana Whitlow, Dr. Jeff Rain, Mark Mincy, Kim Anderson, Judith Thompson, Molly McDonald, Mayra Prado, Elizabeth Wood, Adam Lester, and Amber Ewing. Our project staff is highly experienced in job analysis review and development procedures and structured oral test development and administration, as well as with using statistical computer programs to produce the reports required by this project.



In this section we list the names and qualifications, education and professional experience and who will be assigned to the Austin Entry-Level Fire Fighter Project. The matrix below presents each project team member by name, estimated project assignment percentage, and project tasks. Professional resumes are presented in Appendix B.

Professional Staff	Percentage on project	Individual Tasks
David M. Morris, Ph.D., J.D. Project Director and President	26%	<ul style="list-style-type: none"> <li>- Responsible for overall design of the examination plan; specific design and quality of the Job Description linkages and test instruments used</li> <li>- Conduct Job Analysis and Transportability Study</li> <li>- Test instrument administration</li> <li>- Rater training</li> <li>- Monitoring scoring activities</li> <li>- Overseeing final reports</li> <li>- Providing legal assistance, as necessary</li> </ul>
Joe F. Nassar, M.P.A. Project Coordinator and Vice President	18%	<ul style="list-style-type: none"> <li>- Responsible for ensuring that project elements are performed in a timely manner and coordinated with the appropriate project contacts</li> <li>- Conduct Job Analysis and Transportability Study</li> <li>- Assisting with linkages and test component administrations</li> <li>- Rater training</li> <li>- Monitoring scoring activities</li> </ul>
Roger H. McMillin, J.D. Project Controller and Vice President of Operations	5%	<ul style="list-style-type: none"> <li>- Overseeing contractual and legal issues</li> <li>- Test components and their administrations</li> <li>- Monitoring scoring activities.</li> </ul>
Lana Whitlow, Ph.D. Judith Thompson, M.Ed. Senior Staff Consultants	5%	<ul style="list-style-type: none"> <li>- Assisting with quality of test instruments</li> </ul>
Jeffrey Rain, Ph.D. Mark Mincy, Ph.D. (ABD) Senior Staff Consultants	18%	<ul style="list-style-type: none"> <li>- Designing the logistics of the test components, i.e., the sequence and timing of candidate and rater events</li> <li>- Conduct Job Analysis and Transportability Study</li> <li>- Overseeing development of job description linkages and test instruments</li> <li>- Test components administrations, and conducting all statistical analyses</li> <li>- Compilation and maintaining data for validation report</li> </ul>
Kimberly Anderson, M.S. Senior Staff Consultant	18%	<ul style="list-style-type: none"> <li>- Reviews and Finalization of linkages and testing components</li> <li>- Conduct Job Analysis and Transportability Study</li> </ul>
Molly McDonald, B.A. Mayra Prado, M.S. Elizabeth Wood, B.A. Amber Ewing, B.A. Staff Consultants	10%	<ul style="list-style-type: none"> <li>- Reviews with SMEs and incorporating changes</li> <li>- Development and/or administration of all test components</li> <li>- Score reporting; and final reports</li> </ul>





## **DAVID M. MORRIS, PH.D., J.D.**

Dr. David M. Morris, President of Morris & McDaniel, Inc., has his Doctorate of Philosophy in Psychology, with licensing in Industrial/Organizational (I/O) Psychology, and his Juris Doctorate. Dr. Morris has held academic position and has taught courses in industrial and related areas of psychology. He has conducted psychological testing research for both public and private sector clients for over three decades. He has pioneered the development and use of innovative techniques and alternatives to traditional paper and pencil tests.

Dr. Morris' dual career as an I/O psychologist and attorney gives him a unique perception of Title VII and the development of personnel procedures. There are probably fewer than ten persons in the country licensed to practice both I/O psychology and law. His forte is building legal defensibility into the design of the personnel system.

In January 2015, Dr. Morris was asked to assist the World's newest democracy, South Sudan, in strengthening their police. South Sudan National Police Service (SSNPS) requested our assistance knowing that a stronger police was essential to strengthen their internal security. Dr. Morris and Tom Fuentes, VP of International Affairs, went to South Sudan and provided the newest scientific procedures to improve the selection and vetting of candidates for police officers for the South Sudan National Police Service (SSNPS). They assisted in screening and vetting all candidates for police officers.

In 2007, Dr. Morris completed a project in Baghdad, Iraq, where he led a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Dr. Morris developed and translated the American version of a highly successful entry-level police test into Arabic. This test is the National Police Test and tested over 70,000 Iraqi civilians. Successful test candidates enter the Police Academy for training.

In 1986, Dr. Morris was invited to give the annual Division 14 APA Seminar on the relationship of personnel selection and the law. Presenters of such seminars are by invitation only, and an invitation to conduct such training indicates the Society of Industrial/Organizational Psychology recognizes these individuals as having exceptional credentials in this area. The title of Dr. Morris' seminar was "Building EEO Legal Defensibility into Selection and Assessment Procedures."



Dr. Morris has served as Project Director for assessment centers used in the public as well as private sectors. These projects involved conducting job analyses and developing and administering written tests, assessment centers, oral boards, tactical exercises and structured interviews. Dr. Morris documented the required linkages to the job analysis results including appropriate weighting of performance dimensions. In many instances, because of the large number of candidates, innovations were used which included video-based situational exercises, multiple-choice formatted management exercises, and sometimes extensive use of video recordings to ease the administrative burdens associated with the use of assessors and large numbers of candidates.

Since 1976, Dr. Morris, as principal of the firm, has an extensive background in the development and administration of written test and performance-based assessment center procedures, assessor training sessions which includes monitoring of the scoring process, candidate orientation training sessions, Angoff procedures for setting cut-scores, developing and conducting a 2<sup>nd</sup> Review Process (Appeal/Review) by test candidates, serving as an arbitrator for protective services, and expert witness research and testimony.

Dr. Morris is a member of many professional associations including the **American Psychological Association, Division 14 of APA, the International Public Management Association – Human Resources, the IPMA Assessment Council, the American Bar Association, and the American College of Forensic Psychology.**

He has delivered training programs on "How to Conduct a Job Analysis," "Avoiding EEO Litigation," "EEO Defense," "Performance Appraisals," and "Professional Designs and Legal Aspects of Performance Appraisals." He has made numerous presentations at professional conferences, including such topics as "EEO Guidelines and Psychological Testimony" and "Getting the EEO Lightning Rods Out of Your Personnel Practices." In 1987, Dr. Morris was selected by Management Europe (the European affiliate of the American Management Association) to present innovations in management assessment techniques at their annual personnel convention in Brussels, Belgium. The American Management Association asked Dr. Morris to give a presentation on personnel selection and the law at their 61st annual conference in April, 1990, in San Francisco. He was also invited to present a paper at the International Congress on Assessment Centers in Toronto in May of 1991 as well as in London, England in September 2006. Dr. Morris has been an invited speaker to the International Chiefs of Police (IACP) Conference on several occasions since 1986.

Dr. Morris founded the firm of Morris & McDaniel, Inc. and has been with the firm for over thirty-eight (38) years.



## **JOSEPH F. NASSAR, M.P.A.**

Joseph F. Nassar, Vice President of Operations and Senior Staff Consultant of Morris & McDaniel, Inc., holds a Master of Public Administration and a Bachelor of Science in Criminal Justice and has completed course work toward his Ph.D. in Public Policy and Administration. Mr. Nassar has served as Assistant Project Director and Senior Staff Consultant on public and private sector projects. His professional work experience includes job analysis, job evaluation, job evaluation audits and interviews, development and administration of valid written knowledge tests (entry-level selection and promotional) and performance-based exercises for use in assessment center and oral board procedures, organizational/management analysis, and development and administration of training programs. Mr. Nassar has also conducted candidate orientation sessions for test candidates and worked with Subject Matter Experts (SMEs) in written test and performance-based assessment exercise development and editing for content and correct of test question or assessment exercises, written test and performance-based assessment administration, rater training, monitoring of the scoring process by raters, and conducting a 2<sup>nd</sup> Review Process (Appeal/Review) by test candidates.

Mr. Nassar's professional experience in entry-level selection and promotional assessment procedures (job analysis, performance-based exercise development, administration, scoring, and monitoring) for jurisdictions and organizations, such as: Boston Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective and assessment centers for the ranks of Captain, Lieutenant and Sergeant); San Antonio Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective-Investigator and performance-based exercises for the ranks of Captain and Lieutenant); Massachusetts State Police (written knowledge tests and performance-based exercises for the ranks of Captain, Lieutenant and Sergeant); Norfolk Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Corporal, and assessment centers for the ranks of Captain, Lieutenant, and Sergeant); U.S. Secret Service (assessment center process for the rank of Captain); Palm Beach County Sheriff's Department (written tests and assessment centers for the Law Enforcement and Correction ranks of Lieutenant and Sergeant); Philadelphia Police Department (written knowledge tests and structured oral board for entry-level police recruit candidates); Jacksonville Sheriff's Department (written tests and assessment centers for the ranks of Lieutenant and Sergeant); Kansas City Fire Department (written knowledge tests for the ranks of Battalion Fire Chief, Captain, Lieutenant, and Fire Apparatus Operator, assessment center for the rank of Battalion Fire Chief, and structured oral board for entry-level firefighter recruit candidates); Norfolk Fire Department (written tests and assessment centers for the ranks of



Battalion Fire Chief, Fire Captain, and Fire Lieutenant); Akron Fire Department (assessment centers for the ranks of Captain and Lieutenant and entry-level firefighter recruit candidates).

Mr. Nassar has been with the firm of Morris & McDaniel, Inc. for over thirty-seven (37) years.

#### **ROGER H. MCMILLIN, JR., J.D.**

Judge McMillin recently retired from his position as Chief Judge of the Court of Appeals of the State of Mississippi. Judge McMillin served on the Court of Appeals from 1995 until his retirement in April 2004. He served as Chief Judge for three fourths of his tenure on the Court. Judge McMillin joined the firm of Morris & McDaniel in May 2004 as General Counsel and Vice President for Operations.

Since September 2004, Judge McMillin has spent the majority of his time on the ground in Baghdad, Iraq, where he heads a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Morris & McDaniel developed and translated the American version of its highly-successful tests into Arabic and submitted the translated version to a panel of experts to verify translation accuracy and to probe the tests for cultural or social concerns that had to be addressed before the test was administered. To date, over 10,000 Iraqi civilians have been tested using our firm's test instrument. Successful test candidates enter the Police Academy for training.

As Chief Judge of the Court of Appeals, Judge McMillin gained invaluable experience in administering large and complex operations where the timely achievements of were critical to the success of the organization. As chief operations officer for the Police Screening Project, Judge McMillin will be able to utilize his administrative skills to see that the various aspects of the project remain on track and that all critical deadlines are met.

#### **LANA PRUDHOMME WHITLOW, PH.D.**

Dr. Whitlow, Vice-President and Lead Psychometrician, holds a Doctorate of Philosophy in Psychology from Southern California University for Professional Studies. She obtained a Master of Science degree in Counseling Psychology, with concentration in psychometrics, from the University of Southern Mississippi and received her Bachelor of Science degree in Psychology at Louisiana State University. While at LSU, Dr. Whitlow assisted senior professors in research, data collection and statistics. Her graduate work included an assistantship to a tenured professor requiring undergraduate teaching, research for the Department of Psychology chairman, data analysis as well as psychometrics. Dr. Whitlow's doctoral dissertation was an



original study of the application of an independent work ethic dimension to the success rate within law enforcement personnel. She holds membership in the Academic Honor Societies of Gamma Beta Phi and Psi Chi and is a professional member of American Psychological Association and Louisiana Psychological Association.

Dr. Whitlow's responsibilities for Morris & McDaniel, Inc., are diverse. While she heads the Marketing Division, Dr. Whitlow also conducts all psychological screening of police applicants for our clients in the Greater New Orleans area as well as all executive management assessments for our private New Orleans area clientele. Dr. Whitlow has extensive experience in interviewing and testing and has served as an expert witness for law enforcement testing for selection.

Prior to joining Morris & McDaniel, Inc., Dr. Whitlow held the position as primary psychometrician for two psychological practices as well as neuropsychological rater for several New Orleans hospitals.

Dr. Whitlow has been with Morris & McDaniel, Inc., since 1990.

#### **JEFFREY S. RAIN, PH.D.**

Dr. Rain has worked with Morris & McDaniel for over 25 years including several testing projects for numerous protective services. He has extensive experience conducting job analysis, implementing assessments, validating selection procedures, and developing methods to reduce adverse impact. He has conducted job analysis for over 15 years for many protective services. Dr. Rain received his undergraduate degree in Psychology from The Citadel, Charleston, South Carolina, and his PH. D in Industrial/Organizational Psychology from Louisiana State University.

#### **MARK D. MINCY, PH.D. (ABD)**

Mr. Mark Mincy, Senior Staff Consultant of Morris & McDaniel, Inc., has a Master's Degree in Industrial/Organizational (I/O) Psychology from the University of Arkansas at Little Rock and he holds a Bachelor of Science degree in Psychology with a minor in General Science from the University of Central Arkansas. He is currently working on his PhD in Industrial/Organizational Psychology at the University of Southern Mississippi. He holds memberships in the Society for Industrial and Organizational Psychology, American Society for Training and Development, International Society for Performance Improvement, American Psychological Association, Society for Human Resource Management, Psi Chi - (National Honor Society in Psychology), and the Deming Institute for Quality.



Prior to joining Morris & McDaniel, Inc., Mr. Mincy worked as a Consultant for the Center for Applied Organizational Studies where he assisted in the development of a person-organization fit instrument to be used in employee selection, conducted various job analyses, developed, analyzed, and made improvements to administrative as well as developmental performance appraisal systems (360-degree feedback system), developed, conducted, statistically analyzed, and presented results from organizational surveys for organizations ranging in size from 10 to 10,000 employees. He also assisted in the development of several training programs in both the public and private sector.

While at USM and UALR, Mr. Mincy assisted senior professors in research and data collection. His graduate work included teaching undergraduate courses such as Statistics, Ethics, and Introductory Psychology. In addition, it included diverse research projects involving employee attitude surveys, personality studies, and developing various survey instruments.

Since joining he has become involved with developing competency models, the development of employee selection for tests for use in China, and the development and validation of various entry-level tests and performance-based assessment exercises for such jurisdictions as the Kansas City Fire Department, Boston Police Department, Palm Beach Sheriff's Office, Jacksonville Sheriff's Office, and the City of Norfolk, Virginia. Mr. Mincy has considerable experience conducting candidate orientation sessions, working with the SMEs in the development and review of written test and performance-based exercises, written test and performance-based assessment administration, conducting rater training and monitoring of the scoring process by raters, and conducting a 2<sup>nd</sup> Review Process (Appeal/Review) by test candidates.

#### **KIMBERLY N. ANDERSON, M.S.**

Kimberly Anderson, Staff Consultant of Morris & McDaniel, Inc., holds a Master's degree in Counseling Psychology with an emphasis in Psychometrics, and a Bachelor of Arts degree in Journalism with an emphasis in Public Relations and minors in English and Psychology.

Ms. Anderson served as the project manager for the Mississippi State Personnel Board Project. This project consists of working with all state agencies to develop competency models and update job descriptions for ADA and EEOC compliance.

In addition, Ms. Anderson participates in the job analysis and written test and exercise development for both police and fire service assessment centers. Ms. Anderson has administered written test and performance-based assessment exercise for police, fire, sheriff, and correction organizations, conducted rater training, and monitored scoring procedures by raters. Over the past few years, she has worked with clients such as Kansas City, Missouri Fire Department, the





State of New Jersey, Memphis Fire Department, Norfolk Fire Department, Metropolitan Nashville Police Department, San Antonio Police Department, Jacksonville Police Department, and the Palm Beach County Sheriff's Department.

Ms. Anderson has also served in a training capacity for our private sector clients. Currently, she participates in Morris & McDaniel's International Police Assessment Screening Committee (I.P.A.S.). The mission of the committee is to seek out and identify contacts in likely markets for our police testing services that have been successfully used by the Iraqi Police Service.

While at Morris & McDaniel, Inc., Ms. Anderson has participated in other special projects such as organizational and validation studies.

Ms. Anderson has been with Morris & McDaniel, Inc., since 2000.

#### **MOLLY C. MCDONALD, B.A.**

Molly McDonald, Personnel Analyst of Morris & McDaniel, Inc., holds a Bachelor of Arts degree in Political Science with a minor in English.

Ms. McDonald serves as assistant project manager of the Mississippi State Personnel Board Quality Workforce Initiative Project. This project involves working with all state agencies to develop competency models and update job descriptions for ADA and EEOC compliance.

While at Morris & McDaniel, Inc., Ms. McDonald has participated in the areas of job analysis, validity, and competency development. Ms. McDonald has also participated in the development, administration, and scoring of written knowledge-based tests and assessment centers for various police and fire departments. In the past, she has worked with clients such as Winston-Salem Police Department, Kansas City Missouri Fire Department, Memphis Fire Department, Palm Beach County Fire-Rescue and Sheriff's Office, Metropolitan Nashville Police Department, and Tucson Police Department.

Ms. McDonald has been with Morris & McDaniel, Inc. since 2003.

#### **MAYRA PRADO, M.S.**

Mayra Prado, Staff Consultant of Morris & McDaniel, Inc., holds a Master of Science degree in Psychology with an emphasis in Industrial and Organizational Psychology. She also has a Bachelor of Science degree in Accounting with a minor in Business.

While at Morris & McDaniel, Inc., Ms. Prado has participated in the review of testing instruments and development and scoring of performance-based assessment exercises and written knowledge-based tests for police and fire organizations. In addition, Ms. Prado has



conducted numerous job analyses and participated in administration and scoring of assessment centers for various police and fire departments. Ms. Prado has also supervised scoring procedures such as compiling and verifying data, creating feedback reports and final lists for several police and fire departments. In the past, she has worked with clients such as Rochester Fire Department, Houston Fire Department, Memphis Fire Department, Jackson Fire Department, Norfolk Police and Fire Departments, Newport News Police and Fire Departments, New Haven Fire Department, Pennsylvania State Police, Richmond Police Department, Maryland-National Capital Park Police, Jefferson Parish Sheriff's Office, Austin Police Department, San Antonio Police Department, and Jackson Police Department.

While at Morris & McDaniel, Inc. Ms. Prado has participated in other special projects such as an organizational study for a large Department.

Ms. Prado has been with Morris & McDaniel, Inc., since 2009.



## **ELIZABETH WOOD, B.A.**

Elizabeth Wood, Staff Consultant of Morris & McDaniel holds a Bachelor of Arts degree in Biology with a dual Bachelor of Arts degree in Psychology.

While at Morris & McDaniel Ms. Wood has participated in the areas of job analysis, validity, and competency development. Ms. Wood has also participated in the development and administration of written knowledge based tests for police and fire organizations across the country. In addition, she has taken part in the development and administration of performance based assessments for various police and fire departments. Recently she has worked with clients such as Jackson Fire Department, Orange County Fire Rescue Department, Houston Fire Department, and the Mississippi Highway Patrol.

Ms. Wood has been with Morris & McDaniel since 2010.

## **ADAM LESTER**

Mr. Adam Lester, Information Technology Director, leads IT strategic and operational planning to achieve business goals by fostering innovation, prioritizing IT initiatives and coordinating the evaluation, deployment and management of current and future IT systems across our organization. He also specializes in information systems security and provides proper safeguarding of classified and sensitive information and equipment. His expertise also includes web development and database management.

Prior to joining Morris & McDaniel, Mr. Adam Lester worked in conjunction with the U.S. Department of Homeland Security to secure the McCoy Federal Building, U.S. Federal Courthouse and several Internal Revenue Service and Social Security Administration offices located across Mississippi. He assisted in the implementation of technology and security improvements to one of the Defense Department's most powerful supercomputer centers, located at Stennis Space Center, Mississippi. Also at Stennis Space Center, he worked with NASA to upgrade fiber-optic infrastructure to connect a server farm to other southeastern locations such as Keesler Air Force base. He worked with the Naval Meteorology and Oceanography Command to provide technology and security improvements to the NAVOCEANO War fighting support center as well.

In late 2000, Mr. Lester assisted in the re-engineering of MCI WorldCom's data network. This consisted of various technology improvements and additions to their headquarters located in Clinton, MS.

Mr. Lester managed a project to upgrade voice and data systems for the City of Jackson Emergency Communications Center and also made vast improvements to the data network of



The City of Oxford. The City of Oxford project drastically improved communications between City hall, the Fire Department, the Police Department, and Public Works.

Over his 13 years of experience, Mr. Lester has also provided consulting, design, project management, and support services to large corporations including Eaton Aerospace, Nissan, Dell, Wal-Mart, and Target.

### **AMBER EWING, B.A.**

Amber Ewing, Staff Consultant of Morris & McDaniel, Inc., holds a Bachelor of Arts degree in Journalism with a minor in English.

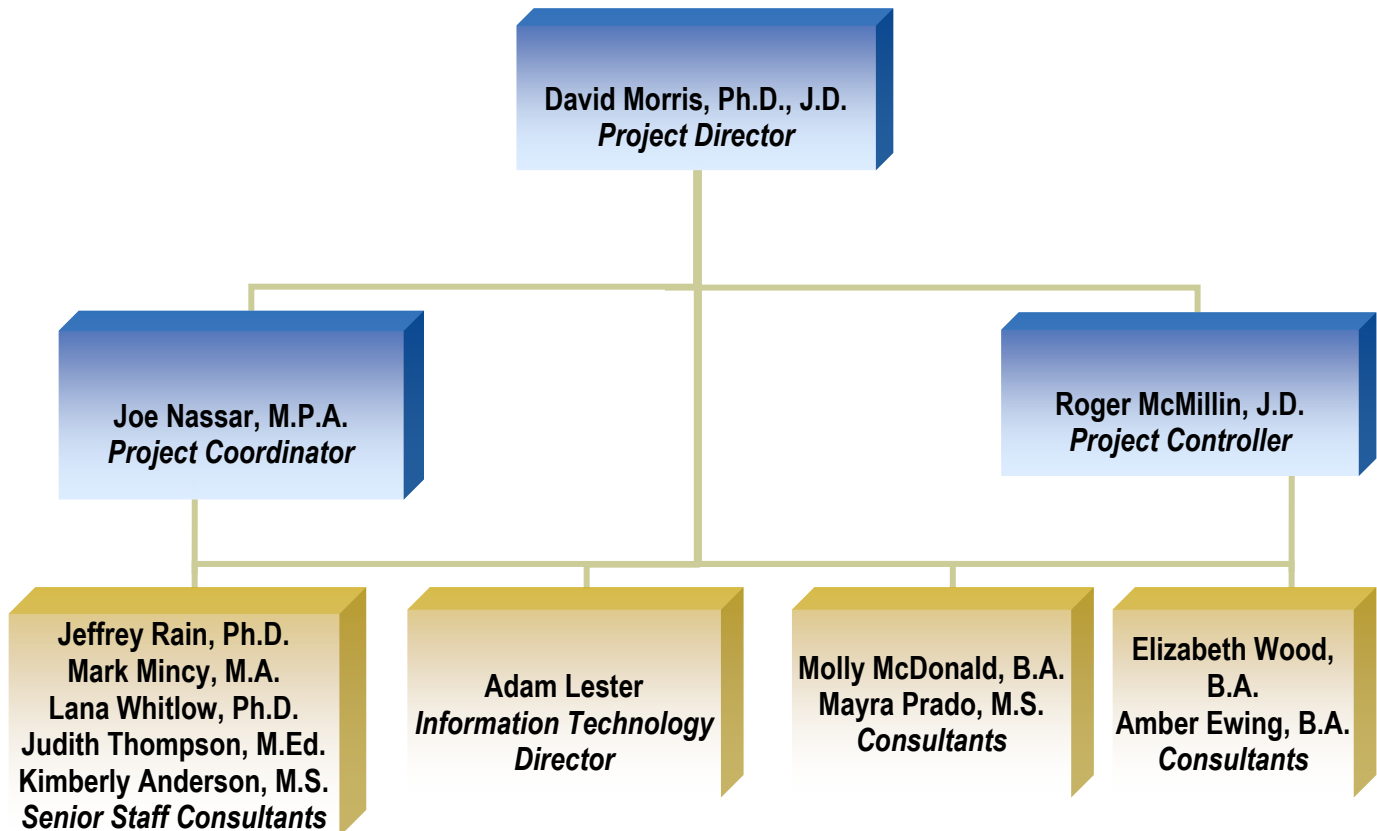
While at Morris & McDaniel, Inc., Mrs. Ewing has worked with various law enforcement and fire service clients on reviewing job analysis data, and in multiple phases for the development of written multiple choice tests and assessment center exercises.

While at Morris & McDaniel, Inc. Mrs. Ewing has participated in other special projects such as a mass marketing initiative.

Mrs. Ewing has been with Morris & McDaniel, Inc., since February 2014.



### ***Project Organization Chart***



ii. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Morris & McDaniel, being a professional services company, has a long-standing policy of NOT subcontracting professional services as a safeguard to ensure that the client receives a state-of-the-art end product as a result of our performance on these important projects.



## E. SYSTEM CONCEPT AND SOLUTION

Based on the CORE VALUES, Section 2.2 Special Considerations, and other information in the Scope of Work Statement, describe your strategy and proposed solution for the design, administration, and validation of a Fire Cadet hiring process at the Austin Fire Department (AFD). For each specific assessment tool and proposed use, provide the information requested in Part 3.1 of the Scope of Work statement, indicate why you believe each would be valid and effective for the City at this time, and describe what trade-offs the City should consider in evaluating them. (NEW)

The decision-makers in the City of Austin and the Austin Fire Department (AFD) are seeking a comprehensive method of selecting firefighters and have identified specific CORE VALUES for the AFD's new hiring process that are critical to achieving a process that best meets its needs. In submitting a proposal for this RFP, Morris & McDaniel's proposed process solution will address the following CORE VALUES:

- A process that is well defined, from beginning to end, in advance – no confusion
- A process that is job-related for the Firefighter position, and allows AFD to make meaningful selection decisions among candidates based on their likelihood of success in the training academy and on-the-job
- An efficient and cost-effective process
- A vendor with a proven track record
- No mistakes, no controversy in the administration of the process

Morris & McDaniel understands these challenges better than any other firm, because of firsthand experience with these challenges and can create a selection program for fire fighters that is:

- merit-based and fair for all candidates
- legally defensible and valid
- diverse in outcome

This is the challenge that is inherent in this request for professional assistance.

Our firm understands these issues and has successfully met the challenge on numerous occasions in major fire and police departments.

The program we propose for consideration has been supported by a job analysis that was conducted for this position. The procedures used with modifications and if supported by the job analysis will assure the city of the best chance of achieving their goals.





The program we propose for consideration should be discussed with decision makers after the job analysis to see how modifications should be made to best meet the City of Austin's needs.

After the job analysis, we will propose multiple assessments that address the below assessment components:

- An Entry level Written Assessment Test

The test will assess abilities such as spatial ability, mechanical reasoning, mathematical reasoning and verbal reasoning. The test will not have a cut score, but rather will be weighted as determined by the job analysis.

The assessment component above can be administered to large or small numbers in one day. The test will be validated according to the SIOP Principles. The Test will be validated both prior to administration using Transportability procedures and after administration using Criterion Validation procedures.

### ***Structured Oral Procedures***

Candidates will be provided scenarios and asked to tell how they would handle the problems presented. All structured oral interview questions will be new and specifically created for the Austin Fire Department. The candidates will be presented the scenarios, and the candidates' responses will be video recorded using digital cameras.

Trained raters will score the candidates on dimensions that are directly related to the job of firefighter. Typical dimensions are as follows:

- Oral communication
- Problem analysis
- Decision making
- Compassion for and Acceptance of Diversity
- Teamwork and Cooperation
- Service Orientation

Contingent on support by the job analysis, at least four of the above KSAPs will be assessed by the SOI.

Our firm will provide the recording equipment needed. We have assessed large numbers of candidates using this procedure.

The above assessments will be weighted, using decision rules driven by the job analysis and agreed upon by the decision makers in AFD and the City, and added to the written test scores.

When used by other jurisdictions the candidate lists that have been generated from the above procedures when rank ordered have been merit-based, and diverse. Good recruiting procedures can greatly enhance diversity. Furthermore, the candidates generated from these



procedures have been some of the best cadre of candidates ever sent to the academy, and have had a degree of diversity that all were be proud of.

### ***Project Time Line***

Upon contract execution, our firm can immediately begin work on the entry-level testing for the Austin Fire Department and Civil Service Commission. We understand the time line as provided in the Milestones/Deliverables table found in Section 5.0 of the RFP, and can meet this time line.

It is possible the City will have activities that will influence the overall project schedule, and the “real time” chronological schedule can only be developed in conjunction with the City; however, the following addresses timelines for our activities. All dates for testing will be mutually developed with the City and AFD; however, we do not foresee any circumstances that would hinder or prevent our firm from accomplishing the desired testing goal dates.

We understand the City has the sole discretion to renew this contract for five (5) additional 12 month periods.

### **Typical Timeline for Consecutive Components of Process**

<b>Project Task</b>	<b>Timeline</b>
Project Initiation	Upon contract execution
Conduct project activities and complete eligibility list of tested candidates.	4 months for all testing components by our firm up to City testing components.

### ***Project Control Mechanisms and Quality Control Mechanisms***

At the beginning of the project, we recommend the establishment of a Project Committee consisting of appropriate decision-makers or their designees from the City, representatives from the Fire Department and appropriate project personnel from the Morris & McDaniel team. The Project Committee will be invaluable in assuring commitment and involvement of persons who may not become actively involved without a formal structure. The commitment and involvement from these people could be instrumental in the success of the project. We shall seek guidance from the Fire project staff and Fire Chief as to who should be on the Project Committee.

Morris & McDaniel recommends monthly contract management performance reviews to ensure the project is on course, to measure performance levels and make adjustments as necessary. The frequency of these meetings will be adjusted if there are issues of extreme importance, tight timelines, or any problems with performance. Actions discussed at these meetings will be recorded along with responsibilities and due dates. We create “checkpoints”



throughout our process to catch mistakes as early as possible. We clarify roles and make certain staff members know their roles. We try to identify, where possible, how mistakes can be made. If we use suppliers, we make sure that they have quality assurance processes as well. Our firm's quality control process includes assigning tasks to a staff member for completion with review by another staff member for quality and appropriateness after completion. If necessary, the project task will be reviewed by additional staff. After staff reviews, there is a management review prior to sharing the work with Fire subject matter experts. In essence, we believe in peer review as well as supervisory review. We follow this same process to ensure the accuracy, timeliness, and delivery of project work products, including candidate ranking lists and validity and statistical reports.

**Morris & McDaniel has a 100% success rate in completion of projects on schedule similar to those of this project.**

### ***Business Management***

Business management will be the responsibility of the Vice President of Logistics/Operations. He will monitor operations and ensure we invoice for work accomplished according to an agreed upon schedule. They will be supported by the Chief Financial Officer of Morris & McDaniel.

Morris & McDaniel certifies that our accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

Based on current project commitments, our firm can work with the City on mutually identified dates for the Entry-Level Fire Test Battery Assessment for Fire Cadet Position.

### ***Understanding of Need***

Many cities are seeking improved ways to provide an entry-level screening and selection program for the Entry-Level Firefighter Position. Morris & McDaniel has a long successful history assisting jurisdictions to develop and implement entry-level procedures for public safety positions. Our firm is the premier firm for providing these services in a valid, legally defensible manner, addressing the problems of jurisdictions and meeting all diversity needs. Our firm was the "go to" firm and asked to assist without bid for resolving long protracted consent decrees for several jurisdictions, including Philadelphia, Kansas City and the Mississippi Highway Patrol. More recently we are the only firm that has worked successfully with the Fire Department in New Haven, Connecticut after the US Supreme Court Decision in the Ricci case.



We have administer 4 promotional programs and one entry level program with no major challenges.

A listing of our clients for entry-level selection procedures include:

- Kansas City Fire
- Memphis Fire & Police
- Philadelphia Police
- Mississippi Highway Patrol
- Rochester NY
- New York
- New Haven CT
- Newport News/Hampton VA

Many of these clients had struggled for years and sometimes decades with marginal or totally unsuccessful systems. Each of the steps in the system we propose for you is tried and successful in their purpose and strategically designed to address the challenge.

Morris & McDaniel proposes for consideration a multi-step process that has been successful in other jurisdictions in providing a quality pool of diverse candidates. We understand that each jurisdiction is different and that these procedures will need to be tailored to Austin's unique circumstances. To emphasize, this proposal will:

- Be fair to all candidates.
- Be based on best practice and based on tried and successfully tested procedures.
- Based on proven successful procedures.
- Create a highly qualified pool of diverse candidates.

Our proposed solution addresses the AFD's CORE VALUES and will provide:

- A process that is well defined, from beginning to end, in advance – no confusion.
- A process that is job-related for the Firefighter position, and allows AFD to make meaningful selection decisions among candidates based on their likelihood of success in the training academy and on the job.
- A process that minimizes adverse impact on minority groups and women, within the constraint of maintaining validity.
- A vendor with a proven track record.
- No mistakes, no controversy in the administration of the process.



## 2.2 Special Considerations

Vendors should be aware of two special considerations. First, on November 7, 2014, the federal court in Austin approved a consent decree between the U.S. Department of Justice (DOJ) and the City of Austin (City) resulting from an investigation of AFD's 2012 and 2013 cadet hiring practices. A copy of the consent decree can be found at this link: [http://www.austintexas.gov/sites/default/files/files/Fire/Applicants/2014/consentdecree\\_final\\_110714.pdf](http://www.austintexas.gov/sites/default/files/files/Fire/Applicants/2014/consentdecree_final_110714.pdf)

Responding firms will be expected to fully cooperate and assist the City in complying with those parts of the consent decree relevant to this contract. In particular, please note, Part III.C.6 of the consent decree (pp. 13-17), which requires the City to provide certain information to DOJ about the hiring process that is the subject of this solicitation, and give DOJ certain rights to object with respect to that process.

In addition, the consent decree provides specific hiring relief to certain candidates from AFD's 2012 cadet hiring process. See, Sec. III.F.5 of the decree (pp. 24-28). Under the decree, Hispanic and African-American candidates from the 2012 hiring process who were not hired, and who meet certain eligibility requirements, will be eligible for "priority hire" status in future Fire Cadet academy classes. The consent decree provides that these candidates for priority hire positions will go through the new selection process that is the subject of this contract (see, App. E to the consent decree). AFD estimates that including this priority hire candidate pool may add as many as several hundred additional candidates to the hiring process that is the subject of this contract.

Second, ~~in the past the cost and administrative complexity associated with the 2012 and 2013 hiring practices—including running thousands of candidates through written and oral assessments in a matter of days (4 to 5 days per annual cycle)—is daunting.~~ AFD is looking for innovative concepts in assessing candidate skills that are more inviting for the recruit and more cost effective for the department. AFD hopes to improve the experience for the test taker without inflating the cost of test administration, since the cost is funded by the City's taxpayers.

### ***Understanding of Need***

~~Running thousands of candidates through assessments in a 4 to 5 day period is daunting. Morris & McDaniel proposes the option for a pre-screening basic reading assessment. From a purely logistics point of view, the purpose of the reading assessment is to reduce the applicant pool by eliminating those candidates who are the least likely to be able to complete Academy~~



~~training or successfully perform on the job. We estimate that the Reading component will reduce the number of candidates who proceed to more intensive assessments by 15%, which could be as many as 500 candidates.~~

~~———— Morris & McDaniel's proposed solution will reduce the daunting assessment process.~~ As demonstrated in 2013, our process was shorter than the 4 to 5 day process described in the RFP for the 2012 process. Our proposed solution is expected to take 4 days or less. In other circumstances, our solution would further reduce the administrative time; however, with the inclusion of several hundred candidates subject to the Consent Decree, we feel the 4-day estimate still represents time and effort savings, and importantly, does not inflate the City's costs.

A further innovation Morris & McDaniel proposes for Austin is the modified, tailored content of our solution. Using the same assessment structure, the new test content will be developed for Austin. For the Entry-level Exam, at least 40% of the content will be modified. For the Structured Oral Process, 100% of the content will be new. The new content will enhance the fairness of the process for all participants. The process by which Morris & McDaniel will modify the content represents a truly unique benefit for Austin because our firm will use candidate performance data from the 2013 administration to guide the development of the modifications. The result is a highly tailored assessment that is specific to Austin's needs and that addressed the unique candidate population that Austin experiences. Using past item-level performance is an effective way to further reduce the potential for adverse impact in the process.

Each of these innovations are consistent with Austin's Core Values.

### 2.3 Minimum Qualifications

Proposers who do not meet these minimum requirements will not be considered for this solicitation.

1. Proposer shall have experience in implementing hiring solutions: a. With municipal public safety departments, and b. With applicant pools that are 1,000 persons or greater.

Morris & McDaniel easily exceeds this requirement. Rochester NY Fire Department, New Haven CT Fire Department, and Kansas City MO Fire Department, as well as more.

2. Proposer must have hiring solutions that are currently in production and have been so for at least one (1) year.

Our hiring solutions have been in production for over 30 years.





3. Proposer must be able to produce documentation of the validity of proposed assessment tools in assessing Firefighter Cadet job-related critical skills and abilities.

Morris & McDaniel is willing and able to meet the requirement of producing documentation of the validity of the proposed assessment tools in assessing Firefighter Cadet job-related critical skills and abilities.

In addition, please see Appendix E for further reference to the validity of our assessment tools.

### 3.0 Tasks/Requirements

#### 3.1 Contractor's Responsibilities

3.1.1 Recommended Solution. The proposer's response shall identify its recommended solution for the design and administration of a Fire Cadet selection process based on the CORE VALUES and other background information described in this RFP. The hiring selection process must include, at a minimum, a cognitive test, and an oral assessment process. The hiring selection process may include non-written selection devices. Pass/fail type exams may be used to establish candidate pools that are at least minimally qualified to continue in the hiring process. The cognitive assessment shall test for multiple cognitive components. The vendor will decide which and how many cognitive components to include. In doing so, the vendor must:

- Use cognitive components that have been deemed to be important for successful performances as an Austin fire fighter (non-exclusive examples: Verbal Comprehension, Verbal Expression, Problem Sensitivity, Deductive Reasoning, Inductive Reasoning, Information Ordering, Numeric Facility, Mathematical Reasoning, Mechanical Aptitude, and Spatial Orientation).
- Make reasonable efforts to explore the availability of, and if available, use cognitive components which have been shown to reduce or eliminate disparate impact upon African-Americans, Hispanics, and Women without diminution of job-relatedness as set out in this subsection.

The oral assessment process shall be videotaped. Evaluators will be provided at least 8 hours of training. This evaluator training will include frame-of-reference training designed to reduce panel variance.

Applicants who successfully complete all of the screening and testing procedures will be placed



on an eligibility list in the rank order determined from their composite scores on all scored selection devised used in that hiring cycle. Applicants on the eligibility list may be offered a position as fire candidates in any upcoming AFD Cadet Training Academy class in rank order during the life of the eligibility list.

The overall process shall enable AFD to select Fire Cadets who can best meet AFD's job performance and behavioral requirements, while minimizing adverse impact within the constraint of validity. In evaluating proposals received, AFD will look for methodology and deliverables that are consistent with existing professional, scientific, and regulatory standards, and best practices, for employee selection processes.

Proposers should be aware that their recommended solution may be modified as a result of discussion and consultation with AFD, or in accord with the consent decree, either before or after the vendor selection decision is made.

Based on the CORE VALUES and other background information supplied in the RFP, Morris & McDaniel will employ assessment tools that are valid and consistent with professional standards for the abilities required for the job.

3.1.2 The proposer's recommended solution shall describe the assessment tool(s) that the proposer believes will best address the CORE VALUES and other background information described above. With regard to each assessment tool, written and oral, please provide the following information:

3.1.2.1 Origin: Who developed this assessment? Who supports and maintains it now? When was the present form of the assessment released?

Morris & McDaniel will develop the assessment tool. The assessment tool that will be used for Austin will be tailored to meet the job analysis needs. Some of the items or content may have to vary from the past procedures used but to the extent that they are the same these items and procedures will be described. It would be premature for us to say at this time since this time the test can and may very well assess different content and as such will be different from the test that we developed under the last RFP. This RFP is different.



All components of Morris & McDaniel's recommended solution were (or will be) developed and maintained by our firm.

Reading – The Reading exam assesses basic reading and comprehension skills that represent minimal qualifications for a firefighter. This test is an optional component available for consideration. A hurdle test, such as the Reading exam, would only be considered with input from Subject Matter Experts (SMEs) and the Department of Justice (DOJ).

Entry-level Exam – originally developed over 20 years ago, its present form with minor variations was released in 2010. Morris & McDaniel proposes to use approximately 60% of that version and is in the process of creating a new version which will contain about 40% new content. Portions of the new or revised content will be developed based on candidate performance from Austin. The ability to use Austin-specific candidate past performance data to tailor the new version is a unique and innovative approach.

SOP – all new, but we have used the process successfully for a few years. Having conducted this process for Austin in 2012, our firm is in a unique position to use Austin's previous candidate performances to provide additional guidance on the creation of all new content.

3.1.2.2 List and define the constructs (knowledge, skills, abilities, personality, interests, experience) the proposed assessment measures.

This can be done after the job analysis.

In previous sections of our proposal, we provided examples of constructs tapped via our proposed selection solution. Here, we want to provide a broader view for the KSAPs that typically are relevant large assessments of entry-level firefighters. It should be understood that the constructs included in the proposed assessment measures may not be the final constructs measured as the job analysis results will drive the assessment content. As well, a thorough job analysis identifies more job-related constructs than are feasible or necessary for the assessment process. With that understanding, it is reasonable to say that the following skill, ability and other constructs derived from O\*Net (Municipal Firefighter) will be included:

Knowledge

**We do not anticipate including any technical knowledge in our assessment. Entry-level firefighters receive relevant knowledge as part of fire academy training.**



The following constructs are included with the understanding that, to some degree, many of the listed abilities may be considered as lesser developed or more basic level skills. It is not Morris & McDaniel's intention to separately assess each and every one of the constructs listed.

- Problem Identification and Analysis
- Decision-Making
- Service Orientation
- Oral Communication
- Associative Memory
- Memory for Ideas
- Flexibility of Closure
- Mathematical Computation
- Reading Comprehension
- Mechanical Reasoning
- Spatial Orientation
- Spatial Scanning

#### 3.1.2.3 Describe the assessment design, e.g., fixed item pool, adaptive testing, other.

We propose to use an instrument with a fixed number of items and with alternate forms as needed.

#### 3.1.2.4 Items: How many items does the assessment contain? Describe each type of item and response format in the assessment. Provide a sample of each item type.

The Entry-level Exam will have approximately 100 items with a multiple choice format. Each question will have four response options. The Reading exam (optional component) also is a 4-option multiple choice assessment and contains 35 questions. The Structured Oral Process presents candidates with four situations (scenarios) and asks the candidate to respond orally as to how they would handle or react to the situations. The SOP is an open-response format. A sample of these questions is provided in Appendix C.

#### 3.1.2.5 Alternate Forms: Are alternate forms available? If yes, how many alternate forms? How was form comparatively established?

Alternate forms, if applicable, will be conducted using standard test equating procedures based on classical test theory (CTT). To maintain equivalent passing standards, we propose the use of a common item equating design (aka anchor items). Verification of the tenability of assumption, practicality, and accuracy of the alternate forms will be conducted through linear regression



analyses.

3.1.2.6 How can AFD decision makers preview the assessment? Is an assessment demo available?

AFD can review a sample of an assessment that has been used in the past in similar situations (provided as Appendix C and Appendix D to this proposal). The exact test that will be assembled or developed for AFD has not been assembled, but it will be assembled after the job analysis and provided to AFD SMEs for review and approval.

3.1.3 Assessment Development and Validation. Describe the assessment development process for a written and an oral assessment, and attach a copy of relevant technical report(s) or manual(s). Provide additional information on the following:

The assessment development process and validation is provided in detail in **Section F – Program** and includes a validation analysis. The Validation Report for the National Entry-Level Fire Exam has been provided in Appendix E. For content that is newly created for the 2015 administration, development and validation technical reports will be provided to AFD as per the development timeline.



### 3.1.3.1 Summarize available evidence for criterion-related validity conducted by your company.

This has been provided in the Validation Report for the National Entry-Level Fire Exam provided as Appendix E, and is shown below.

These results demonstrate that the assessment process combining the Entry-level exam and the SOP yields statistically significant criterion validity coefficients, but also produces results that are free from bias, that is, they do not have adverse impact (see Table 6 in updated criterion-related validity report).

#### Criterion-Related Validity

Table 5.  
Criterion-related Validity Coefficients for Composite NELF/SOP scores.

	Academy Training	Post Hire Performance Appraisal		Supplemental Performance Appraisal	
	<b>Composite</b>	<b>Composite</b>	<b>Global</b>	<b>Composite</b>	<b>Global</b>
$r^*$	.31	.28	.27	.36	.40
$r$	.28	.25	.24	.32	.36
Sig.	.00	.00	.00	.01	.00
N	182	313	310	62	59

$r^*$  indicates the validity coefficient corrected for reliability.

$r$  indicates the uncorrected validity coefficient.

To put the validity coefficients into perspective, the following general rules should be considered:

1. Validity coefficients represent the strength of the association between predictor and criterion; therefore, larger coefficients are better.
2. Validity coefficients should be statistically significant to be considered as having any potential value to employers.
3. Whether the size of a validity coefficient should be considered as “good” or not depending on the context of the test’s use. That said, the rule of thumb for judging the value of a validity coefficient are:
  - a. Above .35 is very beneficial;
  - b. .21 to .35 are likely to be useful;



- c. .11 to .20 depends on the context; and
- d. Below .11 is unlikely to be useful.

[Source: U.S. Department of Labor's guidebook Testing and Assessment: An Employer's Guide to Good Practices (2000).]

3.1.3.1.1 Provide the number of studies completed, total sample size of each, number of organizations and types of jobs included, criterion measures used, and uncorrected mean  $r_{xy}$ .

We presume you are requesting validation studies for entry level fire positions since that is the experience you have specifically requested. We have conducted numerous content validation studies, number transportability studies, and we have submitted the criterion study for entry level fire, as requested in 3.1.3 above, which shows the data requested in this section.

3.1.3.1.2 Describe any studies performed by your company (including results) conducted specifically on Firefighter Cadet or Firefighter applicants.

This has been submitted in response to 3.1.3 above.

3.1.3.1.3 Summarize separately any studies (including results) in which fire academy outcomes, supervisor ratings, and job performance results were used as criterion measures.

This study is presented in the attachment submitted in response to 3.1.3 above. It was a long term study conducted using content validation and criterion validation. The criteria used in the study included training academy scores, supervisory ratings collected from the organizations evaluations as well as an experimental rating form.

3.1.3.1.4 Provide evidence that the cognitive assessment has a demonstrable criterion-related validity, using a Pearson correlation coefficient, of at least .28 (corrected using only predictor range restriction and criterion unreliability) with overall job performance as the criterion used to validate the test.

The cognitive assessment component of our Entry Level Fire Exam has criterion validity documented at .38, .50, and .63, adjusted for criterion reliability. All of these criterion-related validity coefficients more than satisfy the requirement of .28 as stated by the revised SOW, provided in Addendum No. 3. This information is further provided in Table 3 of the NELF Supplemental Validity Report presented in Appendix E.





#### 3.1.3.2 Describe other existing types of validity evidence.

Except for the evidence described there are no other existing types of evidence. That said, it is important to note that the transportability of the validity evidence for our proposed solution is transferred not only to Austin, but to any jurisdiction using our solution, when the similarity of the targeted position and validated position is established.

#### 3.1.3.3 What reading difficulty level is required to take the assessment? How was this reading difficulty level determined?

The reading level required to take the assessment is the minimum reading level necessary to minimally perform as a firefighter. The assessment reading level is consistent with the reading demands candidate encounter in the Fire Academy and on the job. The average reading grade level for the proposed assessments is 7.7 (Standard deviation = 1.2), meaning an average 7<sup>th</sup> grader should be able to read the content. For comparison, a standard Academy and fire department training material, such as the Essential of Firefighting, has a reading grade level of 11.1 (Standard deviation = 1.6).

#### 3.1.3.4 Describe the assessment's reliability and how it was estimated.

It is described in the attached report submitted in response to 3.1.3 above.

#### 3.1.3.5 Describe any utility studies that have been completed, and summarize the results.

None applicable.

#### 3.1.3.6 Describe the process used to determine whether the assessment is appropriate for particular jobs. Is there an established process for documenting validity transportability? If so, please describe it.

This is presented in the transportability study sample provided. Our transportability process is fully consistent with the Uniform Guidelines for establishing the similarity between the validated job and the targeted job based on a thorough job analysis.

#### 3.1.3.7 Describe the composition of any norm group(s) used to set critical scores or provide percentile equivalents of applicant scores.

Not applicable.



#### 3.1.3.8 What organizational performance outcome(s) can AFD expect?

Based on past experience there should be a reduction in the wash-out rate for the training academy. Overall, AFD can expect that the candidates will have a greater likelihood of being successful not only in the Academy, but on the job as well (as demonstrated by our criterion-related validity)

#### 3.1.3.9 Describe any ongoing or planned research involving this assessment and any design changes planned for the next 18 months.

First, the instruments that could be used are purely speculative at this point. Our firm is always looking for ways to improve our procedures but there are no ongoing research studies at this time. As contained in this proposal, we anticipate creating at least 40% new content. With the addition of that new content, we will conduct appropriate research to demonstrate the content is job-related, valid, and free from bias.

3.1.4 Administration of the Assessments. The proposer should describe its recommended strategy for administering and scoring each recommended assessment tool. The cognitive assessment must be at least 20% of the total composite score. Special note: proposers will be responsible for staffing and administering their recommended assessments with limited support from the City, as described in Section 3.2, below. This responsibility can be met either through direct staffing by the vendor, or subcontracting with another firm acceptable to the City.

Our general procedures are described in the proposal, and our past procedures are a matter of record with Austin, and we understand that the cognitive assessment component must be at least 20% of the total composite score., ~~however this RFP is requesting that different models be considered after the job analysis and after discussions with the City, so it is not possible to answer these questions at this time.~~

3.1.4.1 Describe the administration of the assessment(s) in the AFD environment and describe the assessment sessions; their content, who would administer them, and the number of applicants that can be accommodated in each one. Provide specific information on the following:

Morris & McDaniel staff will be on-site to conduct and monitor the each assessment administration. Our purpose is to ensure the developed procedures are being administered equally and fairly to all candidates. With the large number of candidates expected, administration



will occur in large-capacity venues (e.g., 3,000 plus). Our firm will work closely with the AFD to develop a facility checklist needed for the administrations regarding their physical layout and configuration, accessibility for the candidates, parking, levels, etc. Our firm has experience in conducting this type of exercise in the past. Based on our knowledge and experience with AFD, we believe all applicants can be accommodated efficiently.

Professional staff members of Morris & McDaniel will be present during the administration of the exam battery (Entry-Level Exam). Administration follows written test procedures prepared for each assessment. Morris & McDaniel will provide the appropriate number of copies of all exam instruments and answer sheets and will be responsible for the delivery and the scoring of all exam answer sheets in an expeditious manner and results reported to the City.

Specific to the Structured Oral Process, each candidate's presentation will be video/audio recorded. Morris & McDaniel will provide all personnel, equipment, and supplies needed to implement the SOI and will be responsible for conducting the video recording process.

3.1.4.2 Timing: Is the assessment timed? If so, what is the time limit, and how is elapsed time measured? If not, how long does it typically take to complete?

In the past it has been timed. About 4 hours for the written component has been required in the past. Clocked time.

3.1.4.3 What administration methods are supported, e.g., paper-and-pencil, PC-based, or web-based?

All are supported. Paper and pencil have been determined by the client and the consultant, in the past, to be most appropriate. For the Structured Oral Process, responses are video and audio taped and timed. Timing is provided by the recording and the candidates are informed of the time by a clock on the recording.

3.1.4.4 List any facilities, equipment or materials required to administer the assessment at each testing site, including system requirements other than a PC and internet connection.

A facility large enough to seat all of the candidates at one time. Equipment needs may include a public address system, photocopier, and other standard office equipment. The items are standard to most large venues. If a venue does not have the necessary requirements,



equipment will be rented. For the structured oral a school has been used in the past to administer the SOP

In terms of exam processing equipment and material, Morris & McDaniel will supply the necessary items for the recording, data capture, processing and scoring of each assessment.

3.1.4.5 Proctoring: Is proctoring required or recommended? Why or why not? If not, can the assessment be administered remotely? If so, describe how candidate identification is verified and threats to validity and test security are minimized.

Proctoring is required. This requirement is designed to prevent breaches of test security and ensure the identity of the test taker. Remote testing would be considered; however, it is likely to substantially increase the City's cost because the number of site would increase.

3.1.4.6 Describe your firm's record keeping, archiving and assessment data maintenance processes.

Morris & McDaniel has always maintained accurate test data and records.

3.1.4.7 What methods are recommended for using results to make operational decisions, e.g., cutoffs, bands, combination with other assessments in a compensatory model? How are qualifying thresholds established?

This is best determined after the job analysis, the final test components, and other relevant facts are known.

3.1.4.8 Can assessment scoring or content be customized? If so, how can it be customized? At what cost?

This question is relevant, but cannot be answered at this time. We do anticipate creating approximately 40% new content in our proposed solution. The cost is included in our firm's fixed price quote.

3.1.4.9 Score reports: Include a sample of each available report format. Do clients have access to their own score database? If so, can they run score report queries?

If the City decides to use the same system as last time, then yes, they will have access to the data base and can run report queries.

3.1.5 Defensibility. Describe how the Proposer would defend the validity of its assessments



and proposed hiring process if challenged in court.

Our proposal includes a content validation component and a transportability study for the elements from past procedures that will be relevant after the job analysis and explorations of different ways to reduce the administrative burden are considered.

In addition to any other narrative the Proposer deems relevant, please indicate:

3.1.5.1 What examinee reaction data have been collected? What do they show?

None

3.1.5.2 How large are racial/ethnic group score differences in standardized mean differences between racial/ethnic groups (d scores)?

These results are presented in our sample validation study.

3.1.5.3 Have any of the proposed assessments produced adverse impact ratios (AIRs) of less than 80% on African-American/Black, Hispanic and/or female applicants? What are typical AIRs for the assessments for these groups? On what sample and sample sizes are these adverse impact ratios based?

Typical results are very favorable. The specifics of these results are shown in the sample validity report.

3.1.5.4 Have fairness analyses been conducted in which regression lines for white and racial/ethnic minorities were compared? If so, what were the results?

Yes. Cleary analysis were favorable and reported in the sample validation report.

3.1.5.5 Has use of any proposed assessment been challenged? If yes, by whom, before whom, when and under what circumstances? What was the outcome?

AFD results were challenged. The DOJ expert reported to Morris & McDaniel that our tests were valid. Although alternatives were presented that had less adverse impact, the alternatives eliminated much of the test content and therefore were not equally valid from a content standpoint.

While we are excited about working with the city to move forward and look for ways to improve the tests and to reduce adverse impact, we are also firm that the test administered was valid and that the results for some groups resulted more from a candidate population that both the DOJ and our firm recognized as being unusual. We know that the tests we administered in



2013 had much better diversity than the results of the 2012 tests and we believe that the 2015 results will be even better in terms of diversity and validity.

3.1.5.6 Explain how decision rules (e.g., critical scores, score bands, composite scores) for use of assessment scores in the selection process would be developed and defended?

We propose working collaboratively with the City, AFD, and as appropriate with DOJ, to develop decision rules that best meet legal requirement, professional standards and are consistent with the Consent Decree. As noted in 3.1.3.8, at this time, we do not recommend use of critical scores, per se, for the Entry-level and SOP assessments. As preferred in the 2013 administration with DOJ's collaboration, rank-ordering was the method that was most favorable. If the reading exam option is used, we often recommend a minimally qualified cut point, but this component would only be considered with input from SMEs and the DOJ.

Regardless of the specific method used, our firm incorporates into any recommendation a number of factors such as the number of expected Academy classes/seats, diversity goals, cost/benefit comparison of various methods, future business needs of AFD, and the past history of candidate pass/fail ratios.

3.1.6 Cooperation. The successful proposer shall agree to provide promptly any information about the design, scoring, or administration of its proposed hiring process, and any information about the composition, use, or validity of its written or oral assessments, in response to a written request from a federal or state enforcement agency resulting from the performance of this contract. This requirement will apply regardless of whether such request is made to the proposer or to the City. In addition, the proposer shall agree to provide on reasonable notice testimony about its assessments the hiring process under this contract required in any court or in administrative proceeding. The city shall compensate at a pre-determined hourly rate for any such testimony required by the City.

Requests for information when parties are under a consent decree can exceed the reports required for typical validation efforts and Morris & McDaniel will agree to provide promptly additional requested information as well as testimony. Because of our prior experience with these requests, agreements are already in place that cover the requests.

3.1.7 Hiring Cycle Timeline. The City's goal is to conduct the first administration of the hiring process under this contract by Fall ~~late summer~~ 2015. With that goal in mind, provide a timeline for proposed work activities from kick-off meeting and job analysis research to the creation of an



eligibility list and follow-up validity reporting (1 complete hiring cycle).

Our timelines in the past have matched the requirements above with 4 months from the first announcement to a resulting list. Please refer to the Gantt Chart provided in Section F - Program.

### 3.2 City's Responsibilities

3.2.1 The City of Austin has an online job application system that shall be used by applicants as the entry portal into the Fire Cadet hiring process. Information input into the online application system is dated and time stamped, and becomes the City's official record of the candidate's background and contact information. Applicant information will be provided to the selected vendor for the purpose of administering assessments.

3.2.2 Representatives from the City's Civil Service Office and AFD will: • be available for consultation and coordination of assessment administration; • communicate assessment process information to applicants via email and the department's website; • respond to questions from applicants, seeking clarification from the vendor when needed; • assist the vendor with securing resources such as local testing venues or interview evaluators, if needed; and • post assessment scores and notify candidates who are eligible for pre-hire assessments.

3.2.3 The Austin Fire Department will be responsible for verification of employment, educational, and military records; criminal background checks; and physical (CPAT), medical and psychological assessments that take place after the conditional job offer has been made. These assessments are pass/fail and, when completed, result in a final eligibility list for cadet hiring.

The city has many specific questions in the RFP that although relevant and germane are not the kinds of questions that can be answered until the job analysis is complete. The stakeholders and the consultant make certain important decisions that cannot be made in a vacuum at this point, such as what competencies can best be measured and by using what means. It is clear from the RFP, that the City at least wants to depart from the prior RFP in certain ways and wants the consultant to consider different options which Morris & McDaniel is prepared to do. These different options may require different validation efforts, and make answers to these questions speculative and perhaps require giving responses that could be misleading at best. It is best not to try to provide specific answers to these questions until the job analysis is conducted and the components have been recommended and agreed upon.





ii. Describe how you define success for each of the tasks in your program plan. Success is when we have met the time lines with a quality outcome as defined by the AFD CORE VALUES for the project.

iii. Describe potential risks associated with each task and what you will do to reduce risk.

In describing the different tasks, our firm has built into the description and the options available in conducting the tasks, an operational means of assessing risks and options for reducing it.

For example, in conducting the job analysis, the survey method is presented and the technical conference method is presented. The risks and ways to reduce the risks are not entirely known at this point, however the client and sometimes the situation can inform us. The survey method has a high cost of employee involvement and a risk of error. The technical conference has low employee involvement, but reduced error. Both options are presented so that in client discussions the best decision can be made.

The risks of using a pre-existing instrument exactly as is obviates the option the RFP invites which is thinking of innovative ways to reduce the administrative burden, and reduces the ability to tailor it to meet the specific needs of the City.

These risks are best explored with the client after the job analysis data can inform on what options can be considered.



## G. COST PROPOSAL

Information described in the following subsections is required from each Proposer. A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. The City will retain ten percent (10%) of the total contractual price until all work products have been submitted and accepted.

Based on the contractor responsibilities described in Sec. 3.1 of the Statement of Work, list your not-to-exceed costs for the deliverables at each Step defined in Sec. 5.0, assuming that each assessment will be administered to 2,500 candidates. Your not-to-exceed cost should be a total cost number including all personnel costs, administrative and overhead costs, fees, travel costs, and all other costs that would be charged to the City. If the cost of a Step varies by the number of candidates being assessed, number of sessions conducted, or other factors, provide a specific, quantifiable description of how the cost varies at that Step. The total of all milestone Step payments should equal the total project not-to-exceed cost for a single testing cycle.

Provide your cost breakdown in the following format:

Milestone Step (Scope of Work 4.0)	TOTAL Not-to-Exceed Cost for 2,500 Candidates
STEP 1: Pre-Work	\$20,000
STEP 2: Development of Assessment Plan and Materials	\$40,000
STEP 3: Administration & Scoring	\$200,000
STEP 4: Analysis of Results	\$85,000
STEP 5: Validation	\$40,000
STEP 6: Final Evaluation	\$15,000
TOTAL PROJECT COST	\$400,000



## **PROVISIONS FOR EXPERT TESTIMONY AND/OR LEGAL ASSISTANCE**

As Project Director for the Austin Fire Cadet assessment, Dr. Morris will be available for expert testimony or legal assistance should this need develop. Any days will be billed at the current hourly rate of \$275 per hour plus related expenses. Fees for testimony or deposition are \$2500 for each day of deposition or any part thereof or for each day of testimony or any part thereof. If the day extends beyond an eight (8) hour period, fees are billed at the current hourly rate of \$275 for each additional hour. Research time is billed at \$275 per hour plus any related expenses. Airfare is billed at the least expensive, non-restrictive coach fare from Washington, DC and hotels are billed at regular business class rates.



## H. CERTIFICATION

The proposal must be signed by the Proposer and include the following certification:

"[Proposer] certifies that all information submitted in this proposal, including any supplements or later additions, is true and correct. Proposer further certifies that it has read and understands all parts of the Proposal Preparation Requirements and Evaluation Factors for this solicitation, including without limitation the anti-lobbying and procurement rules of the City of Austin, and accepts all such requirements as a condition of this proposal. Proposer further certifies that it is and shall remain in compliance with all such requirements, and with any other applicable federal, state and local procurement regulations, throughout the selection process(es) for this contract."

Morris & McDaniel certifies that all information submitted in this proposal, including any supplements or later additions, is true and correct. Morris & McDaniel further certifies that it has read and understands all parts of the Proposal Preparation Requirements and Evaluation Factors for this solicitation, including without limitation the anti-lobbying and procurement rules of the City of Austin, and accepts all such requirements as a condition of this proposal. Morris & McDaniel further certifies that it is and shall remain in compliance with all such requirements, and with any other applicable federal, state and local procurement regulations, throughout the selection process(es) for this contract.

We have included the above certification in our letter provided at the front of our proposal and it has been signed by Dr. David Morris.

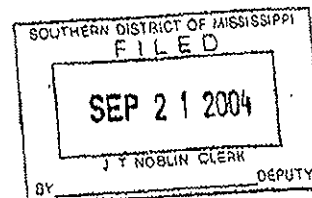


# APPENDIX A

## Ruling by Judge Walter Gex



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION



WILLIE MORROW, et al.,

Plaintiff,

-vs-

JIM INGRAM,  
Commissioner of Public Safety  
of Mississippi, et al.

Defendants.

Civil Action No. 4716 (G)

Judge Walter J. Gex, III

SETTLEMENT AGREEMENT AND ORDER

A: Introduction and History of This Case

1. This action was originally filed on July 30, 1970 as a class action employment discrimination suit pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, Title VI of the Civil Rights Act of 1964; and Title 42, U.S.C. §§§ 1981, 1983 and 2000(d) on behalf of all African-American individuals ("Plaintiffs") seeking declaratory and injunctive relief with respect to discriminatory hiring practices followed in the recruitment, examining and hiring of individuals for the position of State Trooper/Patrolman (hereinafter "Patrol") for the Department of Public Safety of Mississippi (the "Department" or "Defendants").

2. On September 29, 1971 this Court, Judge Nixon presiding, entered an Order finding the hiring practices of the Defendant to be discriminatory, and granting the plaintiffs certain relief. That Order has been modified and supplemented from time to time since 1971. The Court has maintained continuing jurisdiction over this proceeding and over the defendants for purposes of enforcing its orders. The defendants and their

circumstances. Plaintiffs opposed the motion and asserted that the integration in the workforce is due to the consent decree and the 50-50 recruitment order and, if dissolved the workforce would re-segregate.

6. The Department contracted with Morris & Associates, an industrial psychological firm, to develop a valid entry level selection process for the job of State Trooper. That system has now been developed and the Department intends to use that process in the selection of future cadet classes. Defendant believes that this is a valid selection process that is job related and consistent with business necessity. A copy of those procedures and reports has been made available to plaintiffs.

7. All parties agree at this point in time that the Department's current force is 34% African American and the relevant labor market in Mississippi according to the 2000 census is 26% African-American.

8. The Plaintiffs have reviewed the untested selection process and do not believe that disparate impact can be assessed until after the selection process has been implemented.

9. All parties agree that it is in their best interest to avoid the uncertainties, delay and expense of protracted litigation.

10. The parties all recognize the significant benefit to implementing the revised Patrol selection process, including the requisite monitoring and refining as appropriate during its initial implementation.



B. Agreed Implementation of Revised Patrol Selection Process

11. The selection process developed by Morris & Associates, referenced above, will be used to select candidates for subsequent cadet classes of the Mississippi Department of Public Safety. That process consists of the following:

12. All individuals seeking to be hired by the Patrol shall submit an application in compliance with Miss. Code §§ 45-3-7, 45-3-9.

13. All applicants meeting the above minimum qualifications will take the Reading Ability Test developed by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as the "Mississippi Highway Patrol Reading Ability Test," as well as retained by the Department. This Reading Ability Test will test the applicant's ability to read at no more than an 1<sup>th</sup> grade level as per Flesch-Kincaid.

14. The Reading Ability Test will be graded as "pass" or "fail" with a cut score of 77% or 33 correct answers out of 43 items.

15. All applicants with a "pass" grade will move to the next step in the Patrol selection process.


16. The step following the Reading Ability Test in the Patrol selection process is the Written Examination developed by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as "Mississippi Highway Patrol Written Examination," as well as retained by the Department.

17. All candidates given the Written Examination will also undergo an Oral Interview in compliance with the Oral Interview process outlined in the Entry-level Trooper Oral Board Validation Report prepared by Morris & Associates, Management Consultants of Jackson, MS which was submitted to Plaintiffs for review and is under seal with the Court as "Mississippi Highway Patrol Oral Board Validation Report," as well as retained by the Department.
18. The Written Examination score and the Oral Interview score will be combined and weighted 50/50 to produce a combined score.
19. The applicants will then be placed in rank order based upon the combined scores of the Written Examination and the Oral Interview. The Department will, based upon the rank order, select a number of applicants to advance to the next step of the Patrol selection process, the Background Investigation. The parties agree that the Department will initially implement a top-down ranking order of applicants. If this ranking results in a disparate impact based upon race, the Department will utilize banding of the candidates in an effort to minimize disparate impact.
20. Only those applicants who successfully pass the Background Investigation will move on to the next step in the Patrol selection process, the Polygraph Examination.
21. Those applicants successfully completing the Polygraph Examination will proceed to the next step in the Patrol selection process, the Physical Examination.
22. The applicants successfully completing the Physical Examination will be offered seats as candidates in the Department's academy class.

existence of this lawsuit, notice that there is a proposed settlement and that there will be an opportunity to file objections, and notice that a copy of this Settlement Agreement may be obtained in person or by mail from the Department of Public Safety, Personnel Office, P.O. Box 958, Jackson, MS 39205, between the hours of 8:00 A.M. and 5:00 P.M. on business days. The text of the published Notice is attached hereto as Attachment B.

35. Any objections to this Settlement Agreement must be in writing and postmarked to Michael L. Foreman, Esq., counsel for Plaintiffs, by ~~12:00 noon on~~ *the date for filing objections & the* ~~2004~~ *date to be determined by the Court* ~~or they shall not be considered. The hearing on objections shall be held on~~ *2004 at 1:00 P.M. in Courtroom* J. In the event that no objections are filed by the deadline, the proposed Settlement Agreement shall stand without further order of the Court as finally approved.

SO ORDERED:

  
Walter J. Gex, III.  
United States District Judge

Dated: September 17<sup>th</sup>, 2004

# APPENDIX B

## Morris & McDaniel Professional Staff Resumes



**DAVID M. MORRIS, PH.D., J.D., FACFE, DABFE**

President

Morris & McDaniel, Inc.

Management Consultants

117 South Saint Asaph Street

Alexandria, VA 22314

Tel: (703) 836-3600

Fax: (703) 836-4280

E-Mail: [contact@morrisandmcdaniel.com](mailto:contact@morrisandmcdaniel.com)

**Employment Experience:**

1976 to present	Founded Morris & McDaniel, Inc. and served as Vice President until 1988; 1988 to present, served as President.
1978	Adjunct Faculty, University of Southern Mississippi
1976	Associate for Bayley Associates, Jackson, Mississippi, Industrial/Organizational Management Firm.
1973	Adjunct Faculty, Delgado College, New Orleans, Louisiana
1970 to 1972	Adjunct Faculty, Troy State University, Alabama
1970 to 1972	Research for the U.S. Army
1967 to 1969	Teaching Assistantship, Mississippi State University, Psychology Department

**Consulting Experience:**

Developed and conducted job-related entry-level police officer screening and vetting procedures for the South Sudan National Police Service (SSNPS), South Sudan.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Captain, Police Lieutenant, and Police Sergeant for the City of Houston Police Department, Houston, Texas.

Developed and conducted entry-level and promotional examinations and assessment centers for the ranks of Fire Captain, Battalion Fire Chief, Deputy Fire Chief and Entry-Level Firefighters for the Kansas City Fire Department, Kansas City, Missouri.

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant for the Jefferson County Parish Sheriff's Office, Harvey, Louisiana.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire Marshal, Battalion Chief, Captain, Fire Lieutenant and Engineer (Driver) for the Orange County Fire Rescue Department, Orlando, Florida.

Developed and conducted promotional examinations and assessment centers for the ranks of

Police Commander, Police Lieutenant and Police Sergeant for the City of Austin Police Department, Austin, Texas.

Development, implementation and translation of a screening test for potential candidates for the Iraqi Police Service (IPS), Baghdad, Iraq.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire District Chief, Fire Lieutenant, and Entry-Level Firefighter for the Brevard County Fire Rescue, Rockledge, Florida.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire Captain, Lieutenant, Sergeant and EMS Battalion Supervisor/Captain for the District of Columbia Fire and EMS Department, Washington, D.C.

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant and Entry-Level for the Palm Beach County Sheriff's Office, W. Palm Beach, Florida.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Lieutenant, Police Sergeant and Master Police Officer (MPO) for the Newport News Police Department, Newport News, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the City of Richmond Police Department, Richmond, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Battalion Chief, Fire Captain, Fire Lieutenant and Entry-Level Firefighter for the New Haven Fire Department, New Haven, Connecticut.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the Chesapeake Police Department and for the ranks of Battalion Chief, Captain and Lieutenant for the Chesapeake Fire Department, Chesapeake, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Assistant Chief, Deputy Chief and Driver for the Hartford Fire Department, Hartford, Connecticut.

Developed and conducted promotional examinations and assessment centers for the ranks of Police Corporal, Sergeant, Lieutenant, and Captain for Norfolk Police Department and the ranks of Fire Captain and Battalion Fire Chief for Norfolk Fire Department for the City of Norfolk, Virginia.

Developed and conducted promotional examinations and assessment centers for the ranks of Fire Driver, Fire Lieutenant, Battalion Fire Chief, Air Crash Chief and Division Chief for Memphis Fire Suppression for the City of Memphis, Tennessee.

Developed and conducted entry-level and promotional examinations and assessment centers for the ranks of Commander, Lieutenant and Sergeant for the Colorado Springs Police Department, Colorado Springs, Colorado.

Developed and conducted promotional examinations and assessment centers for the ranks of

Law Enforcement Sergeant, Lieutenant, and Captain for the University of Texas at Houston Police Department (MD Anderson Cancer Hospital), Houston, Texas.

Develop and conducted promotional examinations and assessment centers for the ranks of Lieutenant and Sergeant for the Tucson Police Department, Tucson, Arizona.

Development of entry-level law enforcement and correctional examination for jurisdictions throughout the State of Florida.

Developed entry-level entrance examination process for Entry-Level Police Officer for the City of Philadelphia Police Department, Philadelphia, Pennsylvania.

Developed and conducted entry-level and promotional testing for police jurisdictions throughout the State of Georgia.

Developed and conducted promotional examination and assessment centers for Sergeant and Lieutenant for City of Boston, Massachusetts.

Developed written tests and promotional process for Detective for Boston Police Department, Boston, Massachusetts.

Developed and conducted pre-test training, written tests, and assessment centers for Police Corporal, Sergeant, Lieutenant, Fire Lieutenant, Station Commander, and Shift Commander for Arlington County, Virginia.

Developed job-related Entry-Level Police and Fire examinations for Kenner Police and Fire Departments, Kenner, Louisiana.

Developed and conducted promotional tests for Fire Ranks of Lieutenant, Captain, Battalion Chief, and Assistant Chief for Cleveland Fire Department, Cleveland, Ohio.

Consultant to Port of New Orleans for test development/selection and validation.

Consultant to Amtrak for promotional tests, assessment centers, and performance appraisal systems.

Consultant to Jefferson Parish, Louisiana, for developing a valid and defensible performance appraisal system.

Consultant to Mitchell Engineering for review of selection procedures and applicant flow in anticipation for legal defense work.

Consultant to Southern Scrap for conducting legally defensible personnel selection.

Consultant to the U.S. National Park Service on selection and organizational issues.

Consultant to the State of Wyoming for developing the State's Performance Appraisal System.

Consultant to Johnston-Tombigbee Furniture Co. for review of selection procedures, various personnel aspects, and adverse impact analysis in anticipation of legal defense.



Conducted annual Mississippi Banking Association survey (1986, 1987, 1988) of bank salaries and fringe benefits.

Consultant to State Air and Water Pollution Control Commission (job analysis and job evaluation).

Consultant to Mississippi Department of Public Welfare for the development of a legally defensible training program with valid achievement tests.

Consultant to Seminole Manufacturing for review of recruiting procedures, selection procedures, promotional procedures, and adverse impact analysis in anticipation of legal defense.

Developed promotional examinations for the U.S. Capitol Police.

Conducted comprehensive multi-purpose job analysis for two federal government job series for subcontractor to Human Technology, Inc., for the Office of Personnel Management and Bureau of Labor Statistics.

Conducted job evaluation of 40 jobs and organizational restructuring for Mississippi State Tax Commission.

Conducted job evaluation of selected jobs in the Motor Vehicle Comptroller's Office for Mississippi State Personnel Board.

Conducted three job evaluation projects for: Engineers and Technical Jobs in the State Highway Department, Environmental Engineers in the Pollution Control Bureau, and Industrial Representatives in the Department of Economic Development for Mississippi State Highway Department and Mississippi State Personnel Board.

Conducted comprehensive job analysis and developed selection procedure development for 340 State Jobs for Mississippi State Personnel Board.

Conducted selection and placement of Power Company Managers and Supervisors for Louisiana Power & Light Company, and Mississippi Power & Light Company.

Conducted screening of security personnel for nuclear power industry for Capital Security Services.

Served as the testing expert of record for two power companies as prime contractors for the Nuclear Regulatory Commission.

Developed selection procedure using a written knowledge test and an assessment center for a management position for Mississippi Employment Security Commission.

Developed selection and promotion examinations for three grain operator jobs for Continental Grain Co., New Orleans, Louisiana.

Developed entry-level selection procedure for Medicaid Specialist for Mississippi Medicaid Commission, Jackson, Mississippi.

Conducted cross-national selection testing research project of business companies concerning the use of formal selection tests in the recruitment and selection process for higher status jobs in

England, France, and Holland. European Common Market Congress, Europe.

Conducted pre-test training, written examinations and oral boards for Police Sergeants and Lieutenants for Metropolitan Area Transit Authority, Washington, D.C.

Developed and implemented assessment centers for Sergeants, Lieutenants, and Captain and Fire Lieutenants, and District Chief for Police and Fire Department, Corpus Christi, Texas.

Developed and implemented police tests and assessment centers for Corporal, Sergeant, First Sergeant, First Lieutenant, Second Lieutenant, and Captains, for Maryland State Police, Pikesville, Maryland.

Developed and implemented police written tests and assessment centers for Sergeants, Lieutenants, and Captains for Consolidated Office of the Sheriff of the City of Jacksonville, Florida.

Developed job-related Entry-Level Police examinations for Harbor Police of the Port of New Orleans, Louisiana.

Developed job-related Entry-Level Police examination for Orleans Levee Board, New Orleans, Louisiana.

Developed assessment center for Police Sergeant for Rockville City Police Department, Rockville, Maryland.

Developed written examination for Police Detective, Sergeant, Lieutenant and Captains for United States Capitol Police, Washington, D.C.

Conducted individual assessment of Police Candidates for Kenner Police Department, Kenner, Louisiana.

Conducted individual assessment of Police Candidates for St. John the Baptist Parish Police Department.

Conducted individual assessment of Police Candidates for Orleans Levee Board Police Department.

Conducted individual assessment of Police Candidates for Harahan Police Department, Louisiana.

Conducted individual assessment of Police Candidates for Port of New Orleans Police Department, New Orleans, Louisiana.

Developed Entry-Level Firefighter examinations for international market for International Personnel Management Association, Alexandria, Virginia.

Developed and implemented performance appraisal system for Mississippi State Personnel Board.

Developed performance-based merit pay system for state agencies for Mississippi State Personnel Board.

Developed and conducted "Train the Trainers" Program and self-study text on performance

standards for Department of the Army, Forces Command Division.

Conducted management assessment for Chief Executive Officer for several private companies. Electric Company, National Association.

Developed and implemented organizational assessment and feedback questionnaire for Bank of Mississippi.

Conducted organizational development for branch office of national accounting firm, Touche Ross.

Conducted organizational development for a food-processing plant for B.C. Rogers Company.

Conducted management training for State Government Managers for Mississippi State Personnel Board.

Developed and conducted job knowledge and skills training program for Welfare Workers for Mississippi State Department of Public Welfare.

Developed pre-employment selection and training program for Welfare Workers for Mississippi State Department of Public Welfare.

Conducted behavioral reliability training for Waterford 3 Nuclear Power Plant, Louisiana Power & Light Company.

Developed and conducted Psychiatric Aide Skills Training Program for Department of Labor, Jobs Training Partnership Act, Nashville, Tennessee.

Developed and conducted customized Food Service Worker Skills Training Program for Department of Labor, Jobs Training Partnership Act, Gulf Coast Business Services Corporation, Gulfport, Mississippi.

Conducted youth entrepreneur summer program for Department of Labor, Jobs Training Partnership Act, Gulf Coast Business Services Corporation, Gulfport, Mississippi.

Evaluation of Pilot Training Programs. Mid Wales Development Board, Great Britain.

Supervised research project regarding equal opportunities in training for Manpower Services Commission, England.

Supervised personal effectiveness and self-development course for Export Credit Guarantee Department, British Civil Service, England.

Developed written tests and assessment centers for Captain for Prince William Fire Department, Prince William, Virginia.

Developed written tests and assessment centers for Fire Lieutenant for Prince William Fire Department, Prince William, Virginia.

**Publications:**

Morris, D.M., and Thornton, G., The Application of Assessment Center Technology to the Evaluation of Personnel Records, Public Personnel Management, Volume 30 No. 1, Spring 2001.

Morris, D.M., and Pittman, S., Amtrak Police Department, Final Report, Development of the Promotional Procedures for the Position of Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., and Pittman, S., Amtrak Police Department, Final Report, Development of the Promotional Procedures for the Position of Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., and Pittman, S., Alexandria Fire Department, Final Report, Development of the Promotional Procedures for the Position of Emergency Rescue Technician III. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Alexandria Fire Department, Final Report, Development of the Promotional Process for the Positions of Lieutenant and Captain. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Supervisor. Washington, D.C.: Morris & McDaniel, Inc., 1984.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Station Commander. Washington, D.C.: Morris & McDaniel, Inc., 1984.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Supervisor. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pretraining Package and Examination for Promotion to Fire Shift Commander. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Fire Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Fire Station Commander. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Police Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Police Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Police Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Arlington County Police Department, Final Report, Development of a Pre-Training Package and Examination for Promotion to Police Corporal. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., City of Cleveland Fire Department, Final Report, Development of Promotional Procedures, Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., International Personnel Management Association, Final Report, Development and Validation of IPMA Entry-Level Firefighter Examinations. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Maryland State Police, Final Report, Development of the Promotional Procedures for Five Ranks. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Prince William County Department of Fire and Rescue, Final Report, Development of the Promotional Process for Fire Captain. Washington, D.C.: Morris & McDaniel, Inc.

Morris, D.M., and Pittman, S., Prince William County Department of Fire and Rescue, Job Analysis Report for Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., Rockville City Police Department, Final Report, Development of the Promotional Process for the Position of Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1987.

Morris, D.M., and Pittman, S., Rockville City Police Department, Final Report, Development of the Promotional Process for Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1989.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Detective. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., and Pittman, S., United States Capitol Police, Content Validity Report for the Position of Captain. Washington, D.C.: Morris & McDaniel, Inc., 1988.

Morris, D.M., Jackson Fire Department, Final Report, Development of a Content Valid Promotional Exam for Fire Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., Boston Police Department, Final Report, Development and Validation of the Promotional Process for Police Sergeant and Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1987.

Morris, D.M., Boston Police Department, Final Report, Development and Validation of the Promotional Process for Police Detective. Washington, D.C.: Morris & McDaniel, Inc., 1990.

Morris, D.M., Washington Area Metro Authority Transportation Authority, Job Analysis Report for Police Lieutenant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

Morris, D.M., Washington Area Metro Authority Transportation Authority, Job Analysis Report for Police Sergeant. Washington, D.C.: Morris & McDaniel, Inc., 1985.

## **Books:**

EEO Law and Personnel Practices, Arthur Gutman; David M. Morris, Author of Forward; Tara S. Mead, Sage Production Editor, 1993

### **Tests Published:**

The Multiple-Choice Management In-Basket Exercise. Morris & McDaniel, Inc.: Washington, D.C., 1990.

National Police Entry-Level Examination. Morris & McDaniel, Inc.: Washington, D.C., 1990.

National Firefighter Examination. Morris & McDaniel, Inc.: Washington, D.C., 1989.

IPMA Entry-Level Firefighter Test. International Personnel Management Association: Alexandria, Virginia, 1987.

### **Presentations Made:**

How Data can Improve Selection, Due Diligence, and Promotions - The Newest Personnel Science Rebuilding the Future Police. Invited Speaker by the Pearls of Policing Conference 2014, co-hosted by the Federal Bureau of Investigation, San Francisco, California, 2014.

Strengthening your Selection and Promotion will Strengthen your Police. Invited Speaker by the Nepal Police Command Staff, Kathmandu, Nepal, 2014.

For a More Stable and Secure Country, Improved Police Screening is a Must. Invited Speaker by the 17<sup>th</sup> Asia-Pacific Chapter FBINAA Retraining Conference, Kathmandu, Nepal, 2014.

Using New Screening & Promotional Procedures to Strengthen a Country's Internal Security. Invited to speak at the meeting of the Executive Committee of the Indonesian Police, Jakarta, Indonesia, 2013.

Using New Screening & Promotional Procedures to Strengthen a Country's Internal Security. Invited Speaker by the Inspector General of the Uganda Police Force, the Republic of Uganda, 2013.

Meeting the Challenge of Legally Defensible Selections and Promotions Which Yield Diversity. Invited Speaker by The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), Winston-Salem, North Carolina, 2013.

Recruitment and Due Diligence: Reshaping Police Human Resources. Invited Speaker by the International Criminal Police Organization's (Interpol) 82nd General Assembly, Cartagena de Indias, Colombia, 2013.

Meeting the Challenge of Legally Defensible Selections and Promotions Which Yield Diversity. Invited Speaker by the FBI NAA Annual Training Conference, Orlando, Florida, 2013.

Lessons Learned in War: Using New Screening & Promotional Procedures to Strengthen a Country's Internal Security Against Counter Terrorism. Invited Speaker by the 16<sup>th</sup> Asia Pacific Chapter FBI NAA, Bangkok, Thailand, 2013.

Solving the Diversity Problem in Promotional and Entry-Level Selections and Involving Stakeholders. Invited Speaker by the Fire Rescue International (FRI), Chicago, Illinois, 2010.

How to Conduct Promotional and Entry-Level Selections while Involving Stakeholders. Invited Speaker by the Fire Metro Chiefs 2010 Expo, Memphis, Tennessee, 2010.

Important Considerations for Conducting In-House Assessments for Selections and Promotions. Invited Speaker by the Massachusetts Municipal Personnel Association representing the International Public Management Association for Human Resources (IPMA-HR), Boxborough, Massachusetts, 2009.

Using Modern Assessment Techniques to Rebuild the Security Forces in War-Torn Iraq. Invited Speaker by the American Psychological Association, San Francisco, California, 2007.

Using Cross-Cultural Tests to Help Rebuild Iraqi Security Forces - Implications for Global HR Manager. Invited Speaker by the International Public Management Association for Human Resources, St. Louis, Missouri, 2007.

Using Cross-Cultural Tests to Help Rebuild Iraqi Security Forces - Implications for Global HR Manager. Invited Speaker by the Association of Test Publishers, Palm Springs, California, 2007.

Using Modern Assessment Techniques to Rebuild the Security Forces in War-Torn Iraq - Implications for Global HR Manager. Invited Speaker by the 33rd International Congress on Assessment Center Methods, London, England, 2006.

Selecting the Best: The Latest in State-Of-The Art Personnel Selection. Invited Speaker/Workshop by SHRM, Jackson, MS 2006.

Establishing the New Entry Level Police Screening Test for the Nation of Iraq. Invited Speaker by the Personnel Testing Council/Metro Washington, November PTC/MW Luncheon, Washington, D.C., 2004.

The Reconstruction of Iraq. Invited Speaker by the American National Standards Institute, ANSI Personnel Certification Summit, Washington, D.C., 2004.

Applicant and Employee Testing and Evaluation in Today's Legal Environment. Invited Speaker by the SMU Dedman School of Law, Labor and Employment Law Seminar, Hot Springs, Virginia, 2003.

Legal Issues in Assessment Centers and Other Performance-Based Assessments. Invited Speaker by the Grand Lodge Fraternal Order of Police, Phoenix, Arizona, 2001.

Occupational Assessment of Personality in Non-Pathological Populations and Assessment Issues, Techniques and Challenges in Occupational Evaluations. Invited Speaker by the Department of Psychology, Massachusetts Mental Health Center of Harvard Medical School, 2001.

Legal Implications of Some Selective Industrial/Organizational Psychology Practices. Invited Speaker at the Georgia Association of Psychology, Atlanta, Georgia, 2000.

Multiple-Choice In-Baskets for Management Assessment. Invited speaker at the International



Congress on Assessment Centers, Orlando, Florida, 1999.

Effective Applicant and Employee Evaluation and Testing. Jackson, Mississippi, 1998.

Series of Personnel Seminars, 1986. Morris & McDaniel, Ltd., in conjunction with Morris & McDaniel, Inc., conducted a series of seminars on the following issues: "The Uses and Abuses of Selection Tests"; "Recent Developments in Assessment Centers"; and "Issues of Validity in Selection Testing." London, England.

Multiple-Choice In-Baskets for Management Assessment. Invited speaker at the International Congress on Assessment Centers, Toronto, Canada, 1991.

Legal Issues in the Selection Process. The International Association of Chiefs of Police, September, 1990.

The New Legal Issues: Employment Testing and Assessment. American Management Association in San Francisco, California, April 1990.

Testing Economy and Usefulness. General Electric In-House Conference for Human Resource Managers, Charlotte, North Carolina, 1990.

Legal Issues in Testing and Assessment. The InSci User's Conference, Atlanta, Georgia, October, 1990.

Using Assessment Centers as a Management Skills Audit. Invited speaker at the October International Training and Development Conference of the Management Centre Europe, in Brussels, Belgium, October, 1987.

Building Legal Defensibility into Selection Programs. American Psychological Association, Division for Industrial/Organizational Psychology, Continuing Education Program, August, 1986.

EEO Guidelines and Psychological Testing. Louisiana Psychological Association Meeting.

The Role of a Consultant. Southeastern Conference for State Personnel Directors.

Getting the EEO Lightning Rods Out of Your Personnel Practices. Mississippi Association of City Clerks, Tax Assessors, and Collectors.

Tests Can Save You Millions of Dollars in Production. American Society of Public Administrators.

The Gathering of Storm Clouds in the Weber Decision. International Association of Personnel in Employment Security.

Personnel Law After Bakke. American Society of Public Administrators, annual meeting, 1978.

Psychologists in the Courtroom. The Louisiana Psychological Association convention, one-day workshop.

An analysis of the U.S. Supreme Court Decision on Bakke. International Association of Personnel in Employment Security, annual meeting, 1978.

## **Legal Experience: Case Preparation, Testimony**

Technical assistance to Emory A. Plitt, Maryland Attorney General's Office, for negotiations involving the Black Trooper's Association.

Consultant to Threadgill and Smith, Attorneys at Law, for reviewing adverse impact analysis, promotional procedures, and selection procedures in anticipation of litigation.

Consultant to Sidney A. Bache, Attorney at Law, giving expert witness testimony in Federal Court regarding promotional and testing procedures.

Consultant to Rhonda Lustman, Attorney at Law, for reviewing consent decree and giving expert testimony in Federal Court regarding promotional and testing procedures and their effect on women.

Consultant to Dale Wilkes, Attorney at Law, for reviewing consent decree and giving expert testimony in Federal Court regarding promotional and testing procedures and their effect on Hispanics.

Consultant to Mississippi Attorney General's office for Title VII Lawsuit defense, assistance with data analysis, applicant flow analysis, test validation and expert witness testimony.

Technical assistance to Mitchell Engineering for review of selection procedures and applicant flow in anticipation of legal defense work.

Technical assistance to Seminole Manufacturing Company for review of recruiting procedures, selection procedures, promotional procedures, and adverse impact analysis in anticipation of legal defense.

Technical assistance to Threadgill and Smith, Attorneys at Law, for reviewing adverse impact analysis, promotional procedures, and selection procedures in anticipation of litigation.

Technical assistance to Sidney A. Bache, Attorney at Law, giving expert witness testimony in Federal Court regarding promotional and testing procedures.

Technical assistance to Rhonda Lustman, Attorney at Law, for reviewing consent decree and giving expert testimony in Federal Court regarding promotional and testing procedures and their effect on Hispanics.

Technical assistance to Johnston-Tombigbee Furniture Company for review of selection procedures, and various personnel practices, and adverse impact analysis in anticipation of legal defense.

Technical assistance to Attorneys for Arlington County, Virginia, in the defense of selection procedures.

Technical assistance to Attorneys for the Mississippi State Personnel Board for the defense of minimum qualifications.

Technical assistance to Attorneys for the City of Jacksonville, Florida, for defense of selection procedures.

Technical assistance to Attorneys and Management for the U.S. Park Service regarding the development of legally defensible selection systems.

Technical assistance to Attorneys for the City of Cleveland, Ohio, for presentation of validity evidence on personnel selection.

Technical assistance to Attorneys for the City of Rockville, Maryland, for defense of selection procedures.

*The following are case citations and attorneys for use in the evaluation of legal support services provided by David Morris:*

*William Howe, et al. v. City of Akron, United States District Court for the Northern District of Ohio, Eastern Division, Case No. 5:06-CV-2779*

Attorney: Aretta K. Bernard, Roetzel & Andress  
(330) 849.6630  
Patricia Ambrose, Assistant Director of Law and Interim Personnel  
Director, City of Akron, Ohio  
(330) 375-2030

*Dwight Bazile, et. al. v. City of Houston, Texas, United States District Court Southern District of Texas, Houston Division, Case No. 4:08-cv-02404*

Attorney: Lowell F. Denton, Denton Navarro Rocha & Bernal, P.C.  
(210) 227-3243

*United States v. City of Garland, Texas, United States District Court for the Northern District of Texas, Dallas, Division, Case No. 3:98CV-0307-L.*

Attorney: Lisa Von Eschen, Latham & Watkins  
(213) 891-7502

*Barbara Arrington, et. al., v. Southern Pine Electric Power Association, Circuit Court of Smith County, Mississippi, Case No. 99-0002.*

Attorney: Monte Barton, Copeland, Cook, Taylor & Bush  
(601) 856-7200

*Willie Morrow, et al. vs. Jim Ingram, Commissioner of Public Safety of Mississippi, et al., Civil Action Number 4716 (G)*

Attorney: James W. Younger, Jr., Mississippi Department of Public Safety  
(601) 987-1212

*U.S.A. v. Jefferson County, Civil Action No.: CV-75-S-0666-S*

Attorney: Anne R. Yuengert, Bradley, Arant, Rose & White LLP  
(205) 521-8000

*Deambra Brown, et. al. v. Kellogg Company, Kellogg USA, Inc., Case No. 8:98CV-383*

Attorney: Bill Muth, Berens & Tate, P.C.  
Christopher E. Hoyme, Berens & Tate  
(402) 391-1991

*Mulderig v. City of Philadelphia, CP, Civil Trial Division, No. 546.*

Attorney: John C. Straub, former Chief Deputy City Solicitor  
(215) 684-6176

Sara Beard v. The Mississippi State Department of Education, et. al., Civil Action No: 3: 94CV542BN

Attorney: Armin J. Moeller, Jr.  
(601) 965-8156

United States of America et al., v. City of Montgomery, et al., Civil Action No. 3839-N:

Attorney: Thomas M. Goggans, Montgomery, Alabama  
(334) 834-2511

Denise Chapman, Kenneth Donnell, Joseph Langston, Frederick Moore, Larry Robinson v. Brinker International Inc. d/b/a Chilli's Grill and Bar, and Grady's Inc., d/b/a Grady's American Grill, U.S. District Court, Southern District of Mississippi, Jackson Division, Case No. 3:95CV628LN.

Attorney: James D. Bell, Bell & Associates  
(601) 898-1111

Cecil Hankins v. City of Philadelphia, U.S. District Court for the Eastern District of Pennsylvania.

Attorney: Howard Lebofsky, Deputy City Solicitor  
(215) 685-5123

William P. Hammons, et al., v. Oscar Adams, et al.

Attorney: Louis L. Robein, Jr., Gardner, Robein, & Healey, New Orleans, Louisiana  
(504) 885-9994. Analyzed applicant flow.

Massachusetts Association of Minority Law Enforcement Officers (MAMLEO) v. Boston Police Department, U.S. District Court; Docket No. 78-529-S. Court Presentation before Judge Walter Jay Skinner regarding Test Issues.

Attorney: John Albano,  
(617) 951-8360.

Larry Williams, et al. v. City of New Orleans, et al. Eastern District of Louisiana, No. 73-629, Section "G." Served as expert for four different interveners who were objecting to the Consent Decree for the New Orleans Police Department.

Attorneys: Sidney Bache, Rhonda Lustman, Lynn Wasserman, and Dale Wilkes  
(504) 888-3700.

Clinton W. Hammock, et al. v. City of Auburn, et al., U.S. District Court for the Middle District of Alabama, Eastern Division, Civil Action 87-V-680-E.

Attorney: Dudley Perry, Perry & Russell, Montgomery, Alabama  
(334) 262-7763.

Carolyn Jordan, et al. v. John Wilson, et al. U.S. District Court, Middle District of Alabama, Civil Action No. 75-19-N.

Attorney: Thomas M. Goggans, Montgomery, Alabama  
(334) 834-2511

Thomas J. Wise v. Arlington County, Virginia, U.S. District Court, Civil Action 85-256-A.

Alice Anselmo v. Mayor and City Council of Rockville, Maryland, et al., U.S. District Court, Maryland District, Civil Action No. JFM-87-2311.

Attorney: Judith Catterton, City Attorney's Office  
(301) 294-0460.

Paul Carr et al. v. Massachusetts Department of Personnel Administration, Case Nos. G-461, 462, 463, 464, and 465. Before the Commonwealth of Massachusetts Civil Service Commission.

Attorney: Harold L. Lichten, Angoff, Goldman, Manning, Pyle, Wangner & Hiatt  
(617) 723-5500.

Administrative Hearing before the Akron Civil Service Commission, Re: Appeal for Tom Kelly and Jack Porter.

Attorney: Patricia Ambrose Rubright, Assistant Director of Law, Department of Law,  
City of Akron, Ohio  
(216) 375-2030.

Captain Alex Torres, et al v. City of San Antonio Police Department, et al, U.S. District Court Western District of Texas, San Antonio Division, No. SA-94-CA-242.

Attorney: Reuben Campos, Figueroa, Barrera & Harvey, P.C.  
(210) 227-3700.

Emma Ruth Davis, Ollie Mae Hood, and Martha Ann Hood v. Lamar Manufacturing Company, Inc., District Court for the Northern District, Alabama, No. CV-80-HM-1215-J.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi  
(662) 244-8824

Norma J. Mustin, for Herself and All Others Similarly Situated v. Four County Electric Power Association. Northern District of Mississippi, Eastern Division No. EC 81-280-W-P.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi  
(662) 244-8824

Mississippi Council on Human Relations, Barbara Phillips, Cornell Green Rice, Patricia A. Catchings and Jim Davis Hull v. State of Mississippi Department of Justice of the State of Mississippi, A. F. Summer, Individually and in His Official Capacity as Attorney General of the State of Mississippi, U.S. District Court, Southern District, No. J-76-118-R.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi  
(601) 946-5566.

Robert Parks, et al. v. Johnston-Tombigbee Furniture Manufacturing Company, U.S. District Court, Northern District, Mississippi, No. EC 78-174-S-O. Data Analysis and Applicant Flow Analysis.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi  
(662) 244-8824.

Grace Ann Ervin and Olive Stewart v. Johnston-Tombigbee Furniture Manufacturing Company, U.S. District Court, Northern District, Mississippi, No. EC 78-216-S-O. Data Analysis and Applicant Flow Analysis.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi  
(662) 244-8824.

Joe Durrah v. CECO Corporation D/B/A Mitchell Engineering Company, U.S. District Court, Northern District, Mississippi, No. EC 78-206-S-O. Data Analysis and Applicant Flow Analysis.

Attorney: Taylor Smith, Threadgill & Smith, Columbus, Mississippi  
(662) 244-8824.

United States v. City of Jackson, Mississippi, No. J74-66(N).

Attorney: Tim Hancock, City Attorney's Office  
(601) 960-1799.

Wade v. Mississippi Cooperative Extension Service, et al. (Analyzed Data Relevant to Consent Decree for Defendant's Attorney). Northern District, Mississippi.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi  
(601) 946-5566.

United States v. Mississippi State Department of Public Welfare, et al. Dorothy Walles v. Mississippi State Department of Public Welfare, Northern District, Mississippi, No. GC 73-5-S.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi  
(601) 946-5566.

Morrow v. Dillard, 580 FED 2nd 1284. (Conducted Post-Trial Validation Studies).

Attorney: Mary Lawrence Gervin, Jackson, Mississippi  
(601) 946-5566.

Ernestine Forest v. Mississippi Game and Fish Commission. EEOC charge No. TJA 6-0802. Analyzed Applicant Flow and Minimum Qualifications.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi  
(601) 946-5566.

Wayne F. Latham, v. Mississippi State Tax Commission. Expert Witness in Federal Court, District Court for the Northern District of Mississippi, Greenville District No. GC82-132-WK-O. Provided expert testimony regarding minimum qualifications, i.e., age requirements.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi

(601) 946-5566

Bessie Thompson v. Mississippi State Personnel Board, et al., Northern District, Mississippi No. GC82-203-WK-O. Analysis of Applicant Flow Data in order to provide defense for minimum qualifications.

Attorney: Mary Lawrence Gervin, Jackson, Mississippi  
(601) 946-5566.

New Orleans Fire Fighters Association Local 632, et al. v. City of New Orleans (1986 lay-offs within the New Orleans Fire Department using performance appraisals).

Attorney: Louis L. Robein, Jr.  
(504) 885-9994.

Robert G. Fowler v. McCrory Corporation, Southern District, Maryland No. JFM 87-1610. Analysis of selection procedures and performance appraisal system.

Attorney: Jean M. MacHarg, Patton, Boggs, and Blow  
(202) 457-5235.

Francine Green v. Fairfax County School Board, et al. District Court for the Eastern District of Virginia, Civil Action No. 93-104-A.

Attorney: Charlson & Bredenhof, Fairfax, Virginia  
(703) 352-2340.

David Anderson v. B.C. Rogers Poultry, Inc., Scott Circuit No. 10,390.

Attorney: Joe L. McCoy, McCoy, Wilkins, Stephens & Tipton, P.A.  
(601) 366-4343.

George Glover, Jr. and Loretta Glover v. Officer Charles Brenke, individually and in his capacity as an officer of the Lafayette Police Department, City of Lafayette Police Department and City of Lafayette, U.S. District Court, Western District of Louisiana, Lafayette-Opelousa Division. Civil Action CV 93-0510.

Attorney: Stephen Santillo, Glenn Armentor, Ltd.,  
(318) 233-1471.



United Black Firefighters Association, et.al., v. City of Akron, et.al., United States District Court for the Northern District of Ohio, Eastern Division, Case No. 5:90CV-1678.

Attorney: Bonnie I. O'Neil, Thompson, Hine, Flory,  
(614) 469-3200.

Caroline Burney v. Rhee Manufacturing Company, United States District Court for the Middle District of Alabama, Northern Division, Case No. CV97-D-1300-N.

Attorney: Henry C. Barnett, Jr., Capell, Howard, Knube & Cobbs  
(334) 241-8059

ADA Assistance, Frank Cantrell, Attorney. (901) 754-8001.

ADA Assistance, Mary Lawrence Gervin, Attorney. (601) 946-5566.

### **Education:**

Ph.D.	University of Southern Mississippi, 1975 Psychology, specialization in Industrial/Organizational Psychology
J.D.	Mississippi College School of Law, 1981 Attended the Hague Academy for International Law (Hague, the Netherlands), 1985, 1986, and 1987 sessions
M.S.	Mississippi State University, 1969 Psychology
B.S.	Millsaps College, 1967 Psychology

### **Scholarships/Honors:**

2007	IPMA Assessment Council, Certificate of Merit for Work in Iraq
1968-1969	Mississippi State University, Research Fellowship
1967-1968	Mississippi State University, Teaching Assistantship
1964-1966	Millsaps College, Football Scholarship
1963	Millsaps College, Scholastic Scholarship

### **Teaching Experience:**

2001	Visiting Faculty at Harvard Medical School Contemporary Applications of Psychological Testing (April)
1978	Adjunct Faculty, University of Southern Mississippi
1973	Adjunct Faculty, Delgado College, New Orleans, Louisiana
1970-1972	Adjunct Faculty, Troy State University, Alabama
1969-1970	Teaching Assistantship, Mississippi State University, Psychology Department

### **Courses Taught (Graduate & Undergraduate):**

Industrial/Organizational Psychology - University Southern Mississippi, 1978  
Educational Psychology - Troy State University

Physiological Psychology - Troy State University  
Introduction to Psychology - Delgado College, Mississippi State University

**Professional Memberships:**

American Psychological Association, Division 14  
(Industrial/Organizational Psychology)  
American Psychological Society  
Association of Test Publishers  
Diplomat American Board of Forensic Examiners  
Mississippi Psychological Association  
Southeastern Psychological Association  
International Public Management Association (IPMA)  
Personnel Testing Council of Metropolitan Washington  
Mississippi State Bar Association  
Society for Human Resource Managers  
Society of Industrial and Organizational Psychology

**Licensors:**

Massachusetts State Psychology License - License number 7161  
Louisiana State Psychology License - License number 387  
Mississippi State Psychology License - License number 186-16  
Mississippi Bar Association License – License number 3480

**Military:**

Vietnam Era Veteran, U.S. Army  
Research for U.S. Army (1970-1972)

**JOSEPH F. NASSAR**  
**Vice-President**  
**Project Coordinator**

**Education:** 1976  
Master of Public Administration, University of Mississippi.

1975  
Bachelor of Science, Major: Criminal Justice, Delta State  
University.

**Work**

**Experience:** January, 1977 to Present  
Vice-President, Senior Staff Consultant, Morris & McDaniel,  
Management Consultants.

April, 1980 to June, 1983  
Instructor in the Business Administration Department, Phillips  
College, Jackson, Mississippi.

July, 1976 to September, 1976  
Administrative Intern, Governor's Office of Human Resources,  
Jackson, Mississippi.

**Consulting**  
**Experience:**

Developed and conducted promotional examinations and assessment centers for the ranks of Law Enforcement and Corrections Lieutenant and Sergeant and Entry-Level Selection for the Palm Beach County Sheriff's Office, West Palm Beach, Florida.

Developed and conducted entry-level and promotional written examinations and assessment centers for the ranks of Fire Captain, Battalion Fire Chief, Deputy Fire Chief and Entry-Level Firefighters for the Kansas City Fire Department, Kansas City, Missouri.

Developed and conducted promotional written examinations and assessment centers for the ranks of Police Corporal, Sergeant, Lieutenant, and Captain for Norfolk Police Department and the ranks of Fire Captain and Battalion Fire Chief for Norfolk Fire Department for the City of Norfolk, Virginia.

Developed and conducted promotional written examinations and assessment centers for the fire suppression ranks of Fire Driver, Fire Lieutenant, Battalion Fire Chief, Air Crash Chief and Division Chief; for rank of Air Rescue Chief and EMS ranks of EMS Division Chief, EMS Battalion Chief, EMS Lieutenant; and for Fire

Prevention ranks of Investigator, Inspector, Inspector Supervisor, Investigative Services Manager, and Fire Marshall, and for Fire Communication ranks of Watch Commander and Senior Fire Operator for Memphis Fire Department for the City of Memphis, Tennessee.

Develop and conducted promotional written examinations and assessment centers for the ranks of Lieutenant and Sergeant for the Tucson Police Department, Tucson, Arizona.

Development of entry-level law enforcement and correctional officer examination for law enforcement jurisdictions throughout the State of Florida.

Developed entry-level entrance examination process for Entry-Level Police Officer for the City of Philadelphia Police Department, Philadelphia, Pennsylvania.

Developed and conducted entry-level and promotional testing for law enforcement jurisdictions throughout the State of Georgia.

Developed and conducted promotional examination and assessment centers for Sergeant and Lieutenant for City of Boston, Massachusetts.

Developed written tests and promotional process for Detective for Boston Police Department, Boston, Massachusetts.

Conducted job analysis, developed and conducted written knowledge tests and promotional assessment centers for Captain, Lieutenant, and Sergeant for Boston Police Department.

Conducted job analysis, developed written knowledge test for Detective for Boston Police Department.

Conducted job analysis, developed and conducted written knowledge tests and promotional assessments for Captain, Lieutenant, and Sergeant for the Boston Police Department.

Conducted job analysis, developed and conducted promotional assessment centers for Captain, Lieutenant, and Sergeant for the Akron Civil Service Commission and Akron Police Department.

Conducted job analysis, developed and conducted promotional assessment centers for Fire Lieutenant, Captain, and Assistant Fire Chief for the Akron Civil Service Commission and Akron Fire Department.

Conducted job analysis, developed and conducted promotional assessment centers for Captain and Lieutenant for the San Antonio Police Department.

Conducted job analysis, developed written knowledge tests for the ranks of

Captain, Lieutenant, Sergeant and Detective-Investigator and service based assessment exercises for the ranks of Captain and Lieutenant for the San Antonio Police Department.

Developed and implemented a statewide performance appraisal system for Mississippi State Personnel Board.

Developed performance-based merit pay system for state agencies for Mississippi State Personnel Board.

Developed and conducted promotional tests for Fire Ranks of Lieutenant, Captain, Battalion Chief, and Assistant Chief for Cleveland Fire Department, Cleveland, Ohio.

Developed and conducted assessment procedures for the ranks of Assistant Police Chief and Police Sergeant for the Little Rock Police Department

Conducted job analysis and developed written knowledge tests for the ranks of Police Lieutenant and Sergeant for the Harbor Police Department, Port of New Orleans.

Developed In-Basket exercise for the position of Administrative Assistant for Akron Civil Service Commission.

Developed Entry-Level Firefighter examinations for international market for International Personnel Management Association, Alexandria, Virginia.

Developed Written Tests and assessment centers for Captain and Lieutenant for Prince William Fire Department, Prince William, Virginia.

Developed and implemented assessment centers for the ranks of Sergeant, Lieutenant, and Captain for Consolidated Office of the Sheriff of the City of Jacksonville, Florida.

Developed assessment centers for the ranks of Corporal, Sergeant, First Sergeant, First Lieutenant, Second Lieutenant, and Captain for the Maryland State Police, Pikesville, Maryland.

Developed job-related aptitude Entry-Level Police examinations for Harbor Police for the Port of New Orleans, Louisiana.

Developed job-related aptitude Entry-Level Police examination for Orleans Levee Board, New Orleans, Louisiana.

Developed Entry-Level Written Test and oral examination for police recruits for the City of Laurel, Mississippi.

Developed and implemented performance appraisal system for statewide use for the Mississippi State Personnel Board.

Assisted in the organizational study for the Mississippi Department of Education.

Assisted in the organizational study for the Mississippi Department of Insurance.

Consultant to State Air and Water Pollution Control Commission (job analysis and job evaluations).

Conducted job evaluation of 40 jobs and organizational restructuring for Mississippi State Tax Commission.

Developed and conducted assessment process for the position of Detention Officer Supervisor and 911 Emergency Operations Supervisor for the Roswell, Georgia Police Department

Developed and conducted assessment centers for the ranks of Police Captain, Lieutenant and Sergeant for the Columbus, Georgia Police Department.

Developed and implemented organizational assessment and feedback questionnaire for Bank of Mississippi

Developed an assessment battery for the position of Bank Teller and Customer Service Representative for Deposit Guaranty National Bank.

Assisted the Mississippi Attorney General's Office for Title VII Lawsuit Defense Assistance with Data Analysis, applicant flow analysis, and test validation.

Assisted a National Engineering Firm for review of selection procedures and applicant flow in anticipation for legal defense work.

Consultant to Private Food Industry for personnel and management assessment.  
Consultant to a Private Food Industry for identification of organization problems, staffing needs in supervisors, and employee turnover.

**Scholastic**

**Honors:**

1976 Pi Sigma Alpha (Political Science Honor Society).

1975 Who's Who in American Colleges and Universities.

**ROGER MCMILLIN, J.D.**  
**Vice-President of Operations**  
**Project Controller**

**Education:**

New Albany High School  
Graduated 1963

Mississippi State University  
Graduated 1967, BA with honors

University of Memphis Law School  
Graduated 1972, JD

**Military:**

Attended Naval Officer Candidate School, Newport, RI, 1967  
Commissioned as Ensign

Served as Division Officer, Naval Security Group,  
Principal duty station, NavRadSta, Sabana Seca Puerto Rico

Completed active duty tour September 1969.

**Employment History:**

Regional Attorney's Office, U.S. Department of Agriculture 1972 to 1976

Associate in law firm of Scott, Barbour and Scott, Jackson, MS 1976

Private law practice in New Albany, MS 1977 to 1994, principally as Partner in firm of Sumners, Carter & McMillin

Served as City Attorney for City of New Albany 1982 to 1994

Elected to Miss. Court of Appeals November 1994 for term beginning January 1995

Served as Chief Judge of Court of Appeals from 1999 to 2004, retired from Court April 2004

General Counsel and Vice-President for Operations, Morris & McDaniel May 1, 2004 to present.



**MARK MINCY**  
**Senior Staff Consultant**

**Education:**

1991 - 1995	University of Central Arkansas Conway, Arkansas	B.S. Psychology
1997 - 1999	University of Arkansas at Little Rock Little Rock, Arkansas	M.A. Industrial/Organizational Psychology
1999 - present	University of Southern Mississippi Hattiesburg, Mississippi	PhD Industrial/Organizational Psychology – ABD – estimated completion (2010)

**Professional Experience:**

**2002 - Present      Morris & McDaniel  
Staff Consultant**

- Developing training initiatives for training current Morris & McDaniel employees in areas of Job Analysis, Law, Validation Strategies, Stress Management, Time Management, Personal Styles, Motivation, Communication Skills, and other management-related topics.
- Conduct job analyses and develop valid pre-employment procedures for positions within a nuclear disarmament and disposal facility, B&W Pantex, Amarillo, Texas.
- Conducting a variety of training programs for and consults with agencies and also the private sector on issues ranging from customer service to communication, coaching and counseling, conflict resolution, negotiation, leadership, individual employee development, team building, and succession planning.
- Consult with clients, instructional designers, and media designers to develop innovative learning strategies and blended learning solutions.
- Managing the analysis, instructional design, project management and content development process for the production of the Morris & McDaniel Job Analysis Certification Program.

- Designing and producing learning solutions that include elements of knowledge sharing and knowledge capture tools, coaching tips, expert interview vignettes, action plan creation tools, assessment instruments, role player simulations, integrated discussion groups, collaborative learning tools and extensive, rich media reference material.
- Managing project teams of subject matter experts, educators, graphic designers, software programmers, technical support staff and marketing product managers in the instructional design and development process: needs assessment, task analysis, lesson design, course production, assessment and implementation of training programs.

**Professional Affiliations:**

American Society for Training and Development  
International Society for Performance Improvement  
American Psychological Association  
Society for Human Resource Management  
Society for Industrial and Organizational Psychology  
Psi Chi - (National Honor Society in Psychology)  
Deming Institute

**LANA PRUDHOMME WHITLOW**  
**Vice-President/Psychometrician**  
**Senior Staff Consultant**

**Education:**

2002-2004 – Doctorate of Philosophy in Psychology (Ph.D.)  
Concentration: General Systems  
Southern California University for Professional Studies  
Santa Ana, California

1987-1989 – Master of Science (M.S.)  
Major: Counseling Psychology  
Concentration: Psychological Testing  
University of Southern Mississippi  
Hattiesburg, Mississippi

1983-1987 - Bachelor of Science (B.S.)  
Major : Psychology  
Minor: Sociology and Philosophy  
Louisiana State University  
Baton Rouge, Louisiana

**Employment:**

May 1990 to present

Morris & McDaniel

Coordinates activities of the New Orleans office including all testing of private and public sector organizations. Director of Marketing for testing solutions for law enforcement. Responsibilities in New Orleans include psychological screening of police and fire applicants and data analysis, job analysis, job evaluation and organizational analysis.

October 1989 - Present

John Pleune, Ph.D., Clinical Psychologist

Private Practice - Part-time work with Dr. John Pleune as his testing assistant. Primary responsibilities; working with outpatient population in administering appropriate psychological tests and evaluating each client regarding the referral question. Consultant for NorthShore Psychiatric Hospital; interviewing inpatients and writing psychological evaluations regarding their treatment. These evaluations include a diagnosis of the presenting problem as well as treatment recommendations

September 1989 - February 1990

Ochsner Foundation Hospital

Department of Psychiatry - Psychometrician.

Primary responsibilities involved administration of psychological tests to inpatient and outpatient populations.

July 1989 - October 1989

NorthShore Psychiatric Hospital

Adolescent and Adult Units - Internship

Primary responsibilities involved conducting psychological testing and writing psychological evaluations for patients admitted to the Adolescent and Adult units. Consulted with and was supervised by John Pleune, Ph.D., and Glenda Clark, B.C.S.W. Co-leader for adult intimacy groups, involved in adolescent chemical dependency groups, and attended daily community meetings on these units.

August 1987 - May 1989.

Department of Counseling Psychology,

University of Southern Mississippi.

Primary responsibilities involved working under Dr. Daniel Randolph as his graduate assistant, teaching assistant and research assistant. These duties involved reference searches and library work, teaching assistance for mainly his undergraduate classes, as well as basic office responsibilities. Researching materials regarding Helping Professions and coordinated and presented lecture material for undergraduate classes.

January 1989 - May 1989

Department of Counseling Psychology,

University of Southern Mississippi.

Throughout this practicum responsibilities consisted of referrals from the courts or the office of Public Welfare; sexually abused children, adolescents with behavior or school problems, and adults with family and marital difficulties. Also responsible for intake evaluations and child sexual abuse evaluations in the counseling lab. The theoretical focus of this lab was mainly from an interpersonal perspective.

January 1989 - May 1989

Department of Counseling Psychology,

University of Southern Mississippi.

Responsibilities included co-leading a group of 12 counseling psychology graduate students to help them feel comfortable in disclosing feelings, dealing with problem areas in their personal lives, as well as teaching them how to be a group member.

August 1988 - December 1988

Department of Counseling Psychology,  
University of Southern Mississippi.

Practicum responsibilities were to demonstrate competency in individual therapy, assessment and consultation. Clients consisted largely of students from the university population as well as non-students from the community.

## **Research Experience:**

June 2004 – December 2004

Southern California University for Professional Studies

Doctoral dissertation study linking the independent relationship between a measurable work ethic dimension to law enforcement success within a police academy.

May 1988 - August 1988

University of Southern Mississippi.

Designed and implemented a project concerning the impact of an alcohol and drug abuse course, taught by Dr. John Alcorn, on drinking practices and attitudes about alcohol use and abuse among graduate psychology students. The study included a control and experimental group of student volunteers on the university campus. Pre-tests and post-tests, which were devised by the experimenter, were administered throughout the semester. Results have been used by the instructor to support the various intervention strategies.

January 1988 - May 1988

Forrest General Hospital

Testing children using various tests depending on the age of the child. The project was designed to investigate the effects of the birth of a second child into a family.

**JEFFREY S. RAIN, PH.D.  
SENIOR STAFF CONSULTANT**

**Education:**

1991, Ph.D. Baton Rouge	Industrial/Organizational Psychology: Louisiana State University, Minors: Experimental Statistics and Clinical Psychology
1987, M.A. Baton Rouge	Industrial/Organizational Psychology: Louisiana State University,
1985, B.A.	Psychology: The Citadel, Charleston, South Carolina

**SELECTED CONSULTING PROJECTS**

**Selection Criteria Development and Validation Projects:**

Implementation of promotional testing process (operations-based performance assessment) for county fire rescue agency (2 ranks). 2010.

Development and Implementation of promotional testing process (written knowledge exam and operations-based performance assessment) for county fire rescue agency (4 ranks). 2008-2009.

Development and Implementation of promotional testing process for city fire department (rank of Fire Engineer). 2008.

Test equating and content validation study of three alternate versions of an entry-level law enforcement exam and an entry-level corrections officer exam conducted for contractor to State Department of Law Enforcement testing program, 2007 to 2010.

Content validation study of physical ability exam for entry-level firefighter for city fire department. 2006-2007.

Criterion validation study of multiple-choice in-basket management exercise conducted for personnel testing firm. 2005 to present.

Employment evaluations for sworn and non-sworn positions for law enforcement agency. 1993 to 2008.

Test equating and criterion validation of three alternate versions of an entry-level law enforcement exam and an entry-level corrections officer exam conducted for contractor to State Department of Law Enforcement testing program, 2004.

Criterion validation study of Iraqi entry-level police officer exam conducted for contractor to Civilian Police Assistance Training Team (CPATT), Office of Security Transition, 2003-2006.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Sergeant promotion for law enforcement agency. 2004.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Lieutenant promotion for law enforcement agency. 2003.

Development and implementation of written knowledge exam and assessment center for Corrections Sergeant & Corrections Lieutenant promotion for law enforcement agency. 2002 to 2003.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Lieutenant for law enforcement agency. 2002 to 2003.

Development and implementation of written knowledge exam and assessment center for Law Enforcement Officer-Sergeant promotion for law enforcement agency. 2001.

Development and implementation of assessment center for Law Enforcement Officer-Sergeant promotion for law enforcement agency. 2000 to 2001.

Development and implementation of assessment center for Corrections Sergeant & Corrections Lieutenant promotion for law enforcement agency. 1999 to 2000.

Management selection assessment for position of President of public relations firm. 1999.

Norming and Validation study of a four-test hospital selection battery for entry-level positions. 1998 to 1999.

Validation Study of test battery for maritime transport company entry-level positions. 1998 to 2000.

Validation Study of written skills test for police officer. 1998

Validation of two parallel forms of writing skills test for police officer. 1998-1999.

Review promotion decision criteria for state police organization. 1998.

Workforce forecast, recruitment, and selection program development for manufacturing company. 1997.

Test validation and fairness analyses conducted for technology/defense contractor. 1996-1997.

Compliance review and development of employee policy and procedures for high-tech manufacturer. 1997.

Panel Interview conducted for selection of Executive Director of non-profit agency. 1996.

Training on validation of selection procedures for an entertainment organization. 1995.

Validation and EEO review of selection criteria for a public utility. 1995.

Development and validation of written promotion examination for Police Sergeant law enforcement agency. 1994 to 1995.

EEO and Fairness analysis for entry level Fire Fighter examination for a city government. 1994.

Management selection assessment for position of President of public relations firm. 1993.

Testing and evaluation of job applicants for eight positions for a manufacturing company. 1992-1994.

Development and validation of a selection system for six production positions for manufacturing organization. 1992.

Review and analysis of the validity and legal defensibility of a selection system for a community college Police Academy. 1992.

Development and validation of a selection system for four entry-level positions for an electronics company. 1991-1992.

### **Litigation Consultations:**

Expert Witness for Defense Attorney. Disparate impact case. Rainey, Kizer, Reviere & Bell. (Tennessee). 2006 to 2008.

Expert Witness for Plaintiff Attorney. Breach of contract. Gilpin & O-Keefe. (New Mexico). 2006.

Expert Witness for Defense Attorney. Disparate impact case. Berges et al. (Florida). 2000.

Consultation to Plaintiff Attorney. Disparate treatment case. Maxey, Wann, Begley & Fyke (Mississippi). 1999.

Consultation to Plaintiff Attorney. Disparate impact case. Maxey, Wann, Begley & Fyke (Mississippi). 1998 to 1999.

### **Professional Memberships:**



American Evaluation Association (AEA)

American Psychological Association (APA).

International Personnel Management Association (IPMA-HR).

International Personnel Management Association Assessment Council (IPMA-AC).

Society for Human Resource Management (SHRM).

Society for Industrial and Organizational Psychology (SIOP).

### **Editorial Activities:**

Publications Advisory Board Member, Public Personnel Management, 1996-2010

Reviewer, Society for Industrial and Organizational Psychology Annual Conference, 2004-2006

Reviewer, Human Relations, 2004-2005

Panel Reviewer, Drug-Free Communities Support Program, Juvenile Justice Resource Center (JJRC), FY2004

Panel Reviewer, U. S. Department of Justice, Drug-Free Communities Support Program, Juvenile Justice Resource Center (JJRC), FY2002

Panel Reviewer, U. S. Department of Education, Safe Schools/Health Students Initiative, Educational Resources (ESI), FY2001

Panel Reviewer, U. S. Department of Justice, Safe Schools/Health Students Initiative, Juvenile Justice Resource Center (JJRC), FY2001

**JUDITH GEOFFRIAU THOMPSON**  
**Senior Staff Consultant/ Licensed Psychometrist**

**Education:**

*Masters of Education*, May 2001  
Psychometry  
Mississippi College, Clinton, MS

*Bachelor of Science*, May 1998  
Education  
Emphasis: Diagnostic Reading and Fine Arts  
Belhaven College, Jackson, MS

**Professional Experience:**

*Morris & McDaniel*, 2000 - Present

- Conducts and assists with psychological evaluations for Protective Service organizations, including security positions in major airport. This task includes the design and structure of the psychological interview, conducting the interview, and consulting with a licensed psychologist, and writing the evaluation.
- Designs and develops ADA compliant valid job descriptions for a State personnel system, including conducting content validation strategies for the job descriptions.
- Designs and conducts performance based and assessment exercises for leadership development and assessment for numerous public sector organizations.
- Designs, conducts, and assists with organizational studies, including leadership assessment, re-organizational studies for several state agencies, including a state department of education, a state department for public welfare, a state department for public service (public utilities) regulation, and a state department for insurance regulation.
- Directs, designs, and serves as editor-in-chief for publishing material for leadership development, career development , study aides, and study guides.
- Designs and conducts Job analysis studies for numerous public and private sector positions.
- Develops and administers performance based exercises including traditional assessment center exercises, situational judgment exercises, scenario exercises, and scenario based multiple choice questions for many public sector organizations.
- Writes test items and conduct item analysis on ability, and

- knowledge based achievement tests.
- Writes and edits technical reports.
- Conducts statistical analyses of data.
- Writes and manages grants.

*Thompson Consulting, 2002 - Present*

- Administers I.Q., diagnostic, and career tests
- Develops behavior plans and study skill/educational plans

*Hinds Community College, 2003 - 2004*

- Taught Human Growth & Development course
- Taught General Psychology course

*Jackson Public Schools, 1998 - 2000*

- Taught 2nd grade at Davis Magnet School
- Taught Honors English at Chastain Middle School

**Scholarships and Honors:**

*Mississippi College*

- Graduated Cum Laude, 2001

*Belhaven College*

- Presidential Academic Scholarship, 1993-1998
- Honors Seminar, 1993-1997
- National Dean's List

**Professional Affiliations:**

National Association of Psychometrists

**Licensors:**

Mississippi State Psychometry License - License number 162738

**KIMBERLY N. ANDERSON**  
**Senior Staff Consultant / Licensed Psychometrist**

**Education:**

- 2005-2009** Masters of Science in Counseling Psychology with an emphasis in Psychometrics
- 1997-2000** B.A. in Journalism with emphasis in Public Relations;  
Minors in English and Psychology; University of Southern Mississippi
- 1995-1997** A.A. in Liberal Arts; Jones County Junior College

**Professional Experience:**

**2000 - Present      Morris & McDaniel  
Staff Consultant**

- Served as Project Manager for Quality Workforce Initiative Project with the Mississippi State Personnel Board
- Coordinates certification testing division
- Conduct job analyses and develop valid pre-employment procedures for positions within a nuclear disarmament and disposal facility, B&W Pantex, Amarillo, Texas
- Develops and administers selection and promotional testing for fire service and departments as well as emergency medical services
- Writes technical reports
- Maintains effective public relations with state agencies and other public and private sector clients
- Assists in the coordination of Special Projects

**Professional Affiliations:**

Kappa Tau Alpha Journalism Honor Society  
Public Relations Student Society of America  
Gamma Beta Phi Honor Society  
Golden Key Honor Society  
Phi Theta Kappa Honor Society

**MOLLY C. MCDONALD**  
**Staff Consultant**

**Education:**

<b>1999 - 2001</b>	<b>University of Southern Mississippi</b> <i>B.A in Political Science, English minor</i>	Hattiesburg, MS
<b>1997 - 1998</b>	<b>University of Alabama</b>	Tuscaloosa, AL

**Professional Experience:**

**2003 – Present      Morris & McDaniel**  
**Staff Consultant**

- Served as Assistant Project Manager for Quality Workforce Initiative Project with the Mississippi State Personnel Board
- Assists in the development and scoring of written knowledge-based and entry-level exams for government agencies and private sector organizations
- Participates in the development and administration of performance based assessments for police and fire departments
- Conducts job analyses through technical conferences
- Writes technical validation reports
- Maintains effective public relations with all Mississippi State agencies
- Writes and edits test items

**Recognition and Honors:**

**University of Southern Mississippi**

- National Dean's List
- Gamma Beta Phi Honor Society

**University of Alabama**

- National Dean's List
- Alpha Lambda Delta Honor Society

**MAYRA M. PRADO**  
**Staff Consultant**

**Education:**

<b>2012 - 2014</b>	<b>Kansas State University</b> <i>M.S in Psychology, Industrial/Organizational Psychology</i>	Manhattan, KS
<b>2005 - 2009</b>	<b>Belhaven University</b> <i>B.S in Accounting, Business minor</i>	Jackson, MS

**Professional History:**

**2009 – Present      Morris & McDaniel**  
**Staff Consultant**

- Conducts job analysis studies for numerous protective service organizations.
- Analyzes data collected during job analyses to be used in reports.
- Develops and administers performance-based exercises for police and fire departments.
- Assists in the development and scoring of written knowledge-based and entry-level exams for government agencies and private sector organizations.
- Reviews technical reports to ensure quality and accuracy.
- Conducts statistical analyses of data.
- Translates documents to Spanish as needed.

**Recognition and Honors:**

**Belhaven University**

- Graduated with Cum Laude honors, 2009
- Accounting Club - President, 2008-2009 and Vice President, 2007-2008
- Achievement in Accounting Award – departmental award presented to one graduating senior
- Academic and Tennis Scholarship, 2005 – 2009

**ELIZABETH WOOD**  
**Staff Consultant**

**Education:**

**2006 - 2010**      **University of Mississippi**      Oxford, MS  
*B.A in Biology, Dual B.A. Degree in Psychology*

**Professional Experience:**

**2010 – Present**      **Morris & McDaniel**  
**Staff Consultant**

- Participates in the development and administration of performance based assessments for police and fire departments
- Develops, reviews, and administers written knowledge exams for law enforcement and fire service departments
- Writes technical validity reports at the conclusion of assessment projects
- Conducts job analyses and job observations for protective service and other public sector clients.

**Recognition and Honors:**

**University of Mississippi**

- Dean's List 2006, 2010
- Academic and Tennis Full Scholarship, 2006-2010
- Graduated with 4.0 Psychology GPA

**AMBER T. EWING**  
**Staff Consultant**

**Education:**

- 2009-2012**      B.A. in Journalism with an emphasis in New Editorial  
Minor in English; University of Southern Mississippi
- 2007-2009**      A.A. in Bachelor of Arts Preparatory; Mississippi Gulf Coast  
Community College

**Professional Experience:**

- 2014 - Present**      **Morris & McDaniel - *Staff Consultant***
- Assists in the development and scoring of written knowledge based and assessment center exercises for government agencies and private sector organizations
  - Reviews job analyses
  - Researches, writes, and produces new business proposals
- 2013 – 2014**      **TempStaff - *Temporary Worker***  
**Morris & McDaniel, *Typist***
- Data-entry
  - Copy-edit and proof tests and reports
- 2013**      **L-3 Vertex Aerospace, *Media Production Specialist***
- Coordinated “Pink/Red Team” meetings
  - Proposal production
  - Proposal formatting
  - Office Inventory



**BILLIE COLBERT**  
**Staff Consultant**

**Education:**

**2010-2014**      **Mississippi College**      Clinton, MS  
*B.A. Foreign Language and International Trade*  
*Magna cum laude*  
*Semester Abroad Program (Tours, France)*

**Professional Experience:**

**2014 – Present**      **Morris & McDaniel**  
**Staff Consultant**

- Participates in the development and administration of performance based assessments for police and fire departments
- Conducts job analyses and job observations for protective service and other public sector clients.

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## ADAM LESTER

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Position	Information Technology Director
Employment History	<p><u>Morris &amp; McDaniel, Inc., 2013 - present.</u></p> <p>Adcom Technologies; Founder, CEO/President, 2004 - present.</p> <p>RoofTech; Founder, CEO/President, 2011 - present.</p> <p>Computer Works, LLC; Vice-President, 2010-2013.</p> <p>Construction Services, Inc., Consultant/Project Manager, 2008-2011.</p> <p>HD Entertainment and Gaming, Vice-President Operations, 2009-2010.</p> <p>Hallmark Security, Project Manager/Installation &amp; Service Manager 2003-2004.</p> <p>CDE Integrated Systems, Voice &amp; Data Technician, 2002-2003.</p> <p>MCI Worldcom, Network/Telecom Technician, 2000-2002.</p>
Qualifications & Affiliations	<p>MCSE-Microsoft Certified Solutions Expert</p> <p>CCNA- Cisco Certified Networking Associate</p> <p>Krone TrueNet Certified</p> <p>Certified Ram IV Remote Programmer</p> <p>Dell Certified Systems Engineer</p> <p>Comptia Network +</p> <p>Comptia A+</p> <p>Comptia Security +</p> <p>CFOT- Certified Fiber Optic Technician</p>
Areas of Expertise	IT strategic and operational planning, information systems security, web development and database management.
Selected Assignments	<p>Assisted in the implementation of technology and security improvements to one of the Defense Department's most powerful supercomputer centers, located at Stennis Space Center, Mississippi.</p> <p>Worked in conjunction with the U.S. Department of Homeland Security to secure the McCoy Federal Building, U.S. Federal Courthouse and several Internal Revenue Service and Social Security Administration offices located across Mississippi.</p> <p>Assisted in the re-engineering of MCI WorldCom's data network.</p> <p>Managed a project to upgrade voice and data systems for the City of Jackson Emergency Communications Center and also made vast improvements to the data network of The City of Oxford.</p> <p>Provided consulting, design, project management, and support services to large corporations including Eaton Aerospace, Nissan, Dell, Wal-Mart, and Target.</p>

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# APPENDIX C

## Sample Entry-Level Firefighter Exam, Answer Key, and Answer Sheet



## SAMPLE ANSWER KEY

### Examples of Mathematical Computation Questions

Q. #	Ans.
1	B
2	A

### Example of Memorization Questions

Q. #	Ans.
1	A

### Examples of Mechanical Reasoning Questions

Q. #	Ans.
1	D
2	B

### Example of Observational Judgment Questions

Q. #	Ans.
1	D

### Example of Spatial Orientation Questions

Q. #	Ans.
1	C

### Examples of Spatial Scanning Questions

Q. #	Ans.
1	C
2	A



ENTRY-LEVEL FIREFIGHTER EXAM  
PART 1

**Candidate ID #**

--	--	--	--	--	--

A 6x10 grid of circles, each containing a number from 1 to 9. The numbers are arranged in columns: Column 1 has six 1s; Columns 2-5 have five 2s each; Columns 6-9 have four 3s each; Columns 10-13 have three 4s each; Columns 14-17 have two 5s each; Column 18 has one 6; Column 19 has seven 7s; Columns 20-23 have six 8s each; and Column 24 has nine 9s.

**Last Name**

[illegible][illegible]**First Name**

--	--	--	--	--	--	--	--

A	A	A	A	A	A	A	A
B	B	B	B	B	B	B	B
C	C	C	C	C	C	C	C
D	D	D	D	D	D	D	D
E	E	E	E	E	E	E	E
F	F	F	F	F	F	F	F
G	G	G	G	G	G	G	G
H	H	H	H	H	H	H	H
I	I	I	I	I	I	I	I
J	J	J	J	J	J	J	J
K	K	K	K	K	K	K	K
L	L	L	L	L	L	L	L
M	M	M	M	M	M	M	M
N	N	N	N	N	N	N	N
O	O	O	O	O	O	O	O
P	P	P	P	P	P	P	P
Q	Q	Q	Q	Q	Q	Q	Q
R	R	R	R	R	R	R	R
S	S	S	S	S	S	S	S
T	T	T	T	T	T	T	T
U	U	U	U	U	U	U	U
V	V	V	V	V	V	V	V
W	W	W	W	W	W	W	W
X	X	X	X	X	X	X	X
Y	Y	Y	Y	Y	Y	Y	Y
Z	Z	Z	Z	Z	Z	Z	Z

1	A	B	C	D	E
2	A	B	C	D	E
3	A	B	C	D	E
4	A	B	C	D	E
5	A	B	C	D	E
6	A	B	C	D	E
7	A	B	C	D	E
8	A	B	C	D	E
9	A	B	C	D	E
10	A	B	C	D	E
11	A	B	C	D	E
12	A	B	C	D	E
13	A	B	C	D	E
14	A	B	C	D	E
15	A	B	C	D	E
16	A	B	C	D	E
17	A	B	C	D	E
18	A	B	C	D	E
19	A	B	C	D	E
20	A	B	C	D	E
21	A	B	C	D	E
22	A	B	C	D	E
23	A	B	C	D	E
24	A	B	C	D	E
25	A	B	C	D	E
26	A	B	C	D	E
27	A	B	C	D	E
28	A	B	C	D	E
29	A	B	C	D	E
30	A	B	C	D	E
31	A	B	C	D	E
32	A	B	C	D	E
33	A	B	C	D	E
34	A	B	C	D	E
35	A	B	C	D	E
36	A	B	C	D	E
37	A	B	C	D	E
38	A	B	C	D	E
39	A	B	C	D	E
40	A	B	C	D	E
41	A	B	C	D	E
42	A	B	C	D	E
43	A	B	C	D	E
44	A	B	C	D	E
45	A	B	C	D	E
46	A	B	C	D	E
47	A	B	C	D	E
48	A	B	C	D	E
49	A	B	C	D	E
50	A	B	C	D	E
51	A	B	C	D	E
52	A	B	C	D	E
53	A	B	C	D	E
54	A	B	C	D	E
55	A	B	C	D	E
56	A	B	C	D	E
57	A	B	C	D	E
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59	A	B	C	D	E
60	A	B	C	D	E
61	A	B	C	D	E
62	A	B	C	D	E
63	A	B	C	D	E
64	A	B	C	D	E
65	A	B	C	D	E
66	A	B	C	D	E
67	A	B	C	D	E
68	A	B	C	D	E
69	A	B	C	D	E
70	A	B	C	D	E
71	A	B	C	D	E
72	A	B	C	D	E
73	A	B	C	D	E
74	A	B	C	D	E
75	A	B	C	D	E
76	A	B	C	D	E
77	A	B	C	D	E
78	A	B	C	D	E
79	A	B	C	D	E
80	A	B	C	D	E
81	A	B	C	D	E
82	A	B	C	D	E
83	A	B	C	D	E
84	A	B	C	D	E
85	A	B	C	D	E
86	A	B	C	D	E
87	A	B	C	D	E
88	A	B	C	D	E
89	A	B	C	D	E
90	A	B	C	D	E
91	A	B	C	D	E
92	A	B	C	D	E
93	A	B	C	D	E
94	A	B	C	D	E
95	A	B	C	D	E
96	A	B	C	D	E
97	A	B	C	D	E
98	A	B	C	D	E
99	A	B	C	D	E
100	A	B	C	D	E
101	A	B	C	D	E
102	A	B	C	D	E
103	A	B	C	D	E
104	A	B	C	D	E
105	A	B	C	D	E
106	A	B	C	D	E
107	A	B	C	D	E
108	A	B	C	D	E
109	A	B	C	D	E
110	A	B	C	D	E
111	A	B	C	D	E
112	A	B	C	D	E
113	A	B	C	D	E

# APPENDIX D

## Sample Structured Oral Interview, Scoring Standards, and Rating Form



## SAMPLE QUESTION 1

You are a salesperson at a large furniture store. As you are leaving work for the day, you notice smoke coming from the warehouse exhaust fan and from a seam in the siding near the top of the building. A truck is being unloaded and it seems that the workers are unaware that anything might be wrong. The smoke coming from the building is gaining in intensity and volume. You know that there are a few people in the building. You are not a trained firefighter and you have no special equipment with you.

What action, if any, would you take and why?

### SAMPLE STANDARDS FOR QUESTION 1

#### Clearly Unacceptable

- \_\_\_\_\_ Rushes toward the emergency without any notification. **DM, PI**
- \_\_\_\_\_ Rushes toward the emergency with the others to help or look. **DM, PI**
- \_\_\_\_\_ Allows others to continue towards the emergency into danger. **DM, PI, SO**
- \_\_\_\_\_ Attempts to rescue victims without notification. **DM, PI**
- \_\_\_\_\_ Makes no effort to notify the Fire Department. **DM, PI**
- \_\_\_\_\_ Does nothing about crowd control.
- \_\_\_\_\_ Shows no concern for the welfare of citizens involved. **SO**

#### Clearly Acceptable

- \_\_\_\_\_ Questions others about whether Fire Department has been notified. **DM, PI**
- \_\_\_\_\_ Attempts to stop others from entering the danger area. **DM, PI, SO**
- \_\_\_\_\_ Goes to the nearest phone and calls the Fire Department. **DM, PI**
- \_\_\_\_\_ Sends someone else to call the Fire Department. **DM, PI**
- \_\_\_\_\_ Alerts bystanders to stand away from accident (heavy smell of smoke). **DM, PI, SO**

#### Clearly Superior

- \_\_\_\_\_ Notes the exact address and location of the emergency and provides this information to the Fire Department even if someone else says that they have called. **DM, PI**
- \_\_\_\_\_ Prevents others from becoming endangered. **DM, PI, SO**
- \_\_\_\_\_ Calls those who are in the danger area into a safe area. **DM, PI, SO**
- \_\_\_\_\_ After notification, attempts to rescue those victims that can be safely rescued. **DM, PI, SO**
- \_\_\_\_\_ Indicates they would meet fire department on their arrival to give additional information. **DM, PI, SO**

## **SAMPLE QUESTION 2**

You work for a bus transportation service. Your job is to provide general maintenance to all buses upon arrival to the station. Today has been an exceptionally hectic day as several of your crew has called out sick. You have been working non-stop all day when you receive a call from your relief stating his wife has just been in an accident and will not be able to come in. Your supervisor is on vacation.

What action, if any, would you take and why?

### **SAMPLE STANDARDS FOR QUESTION 2**

#### **Clearly Unacceptable**

- \_\_\_\_\_ Becomes very angry. **DM, SO**
- \_\_\_\_\_ Thinks that because it is not his shift he does not feel it is necessary to help. **DM, PI, SO**
- \_\_\_\_\_ Does not try to contact anyone to cover his relief's shift. **DM, PI, SO**
- \_\_\_\_\_ Is reluctant to help or is unsure if he/she should pitch in. **DM, SO**
- \_\_\_\_\_ Indicates he will help only after the person makes an effort to cover his shift. **DM, SO**
- \_\_\_\_\_ Leaves. **SO**

#### **Clearly Acceptable**

- \_\_\_\_\_ Offers to help. **DM, SO**
- \_\_\_\_\_ Stays, but does not offer to call anyone in to cover shift. **DM, SO**
- \_\_\_\_\_ Helps but does not inform any supervisor of the situation. **DM, SO, PI**
- \_\_\_\_\_ Indicates he is not sure what the appropriate procedures are, but would assist in getting the shift covered. **DM, PI, SO**

#### **Clearly Superior**

- \_\_\_\_\_ Without hesitation, does whatever is necessary to help. **DM, SO**
- \_\_\_\_\_ Stays until the shift covered. **DM, SO**
- \_\_\_\_\_ After informing other crew members, happily pitches in until the shift is covered. May make a pot of coffee or other gesture of teamwork. **DM, SO**
- \_\_\_\_\_ Indicates concern for co-worker's wife. **SO**

In all categories, other appropriate action should be graded appropriately.



---

## **SAMPLE ORAL COMMUNICATION STANDARDS FOR QUESTIONS 1 & 2**

### **Clearly Unacceptable**

- \_\_\_\_\_ Candidate mumbles, repeats him/herself and not for the sake of emphasis.
- \_\_\_\_\_ Tends to trail off at the end of the sentence and is hard to hear.
- \_\_\_\_\_ Uses poor grammar and sentence structure.

### **Clearly Acceptable**

- \_\_\_\_\_ Candidate is clear, understandable.
- \_\_\_\_\_ Has very few distracting oral mannerisms, i.e., does not say, “uh,” “um,” or “you know,” a lot.

### **Clearly Superior**

- \_\_\_\_\_ Candidate has easy flow of information, i.e., does not keep stopping and going back over information he/she just covered.
- \_\_\_\_\_ Uses proper grammar.
- \_\_\_\_\_ Use of vocabulary is concise and effective.

**ENTRY-LEVEL FIREFIGHTER****ASSESSMENT COUNCIL ACTIVITIES  
SAMPLE RATING FORM****STRUCTURED ORAL PROCESS**

Candidate Number: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

Assessor#: \_\_\_\_\_ Panel Letter \_\_\_\_\_

**Instructions:** Write in the letter which represents the category of performance for the candidate in each question under each dimension. Then determine an overall numerical score for each dimension. Then, as a group, determine a final overall numerical score for the candidate based on his or her overall performance. Assessors must come within one full scale point of agreement.

CANDIDATE PERFORMANCE BY DIMENSION SAMPLE				
SCENARIO #	PROBLEM ANALYSIS AND DECISION MAKING	TEAMWORK AND COOPERATION	INTERPERSONAL SKILLS	ORAL COMMUNICATION
Scenario 1				
Scenario 2				
Scenario 3				
Assessor Overall Numerical Score				

**Team Overall Numerical Score**

**Instructions:** Write in the exact number that the team decides on through the consensus method.

\_\_\_\_\_ 4.1 – 5.0      Clearly Superior (CS)  
\_\_\_\_\_ 3.1 – 4.0      Good (G)  
\_\_\_\_\_ 2.1 – 3.0      Clearly Acceptable (CA)  
\_\_\_\_\_ 1.1 – 2.0      Needs Improvement (NI)  
\_\_\_\_\_ 0.1 – 1.0      Clearly Unacceptable (CU)

Assessor Signature: \_\_\_\_\_

**REMEMBER TO RECORD THE CANDIDATE'S OVERALL RATING.**

# **APPENDIX E**

## **NELF Supplemental Validity Report; Content Validation Report for the Structured Oral Process for Entry-Level Firefighter; and National Entry-Level Fire Examination and Structured Oral Process Criterion-Related Validity Report Update**



# The National Entry-Level Fire Examination

## Supplemental Validity Report

Prepared by:

Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314

January 2012



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## National Entry-Level Fire Examination Supplemental Validity Report

### Overview of Test

Morris & McDaniel, Inc., views test development and validation as an iterative, on-going process. This report highlights recent criterion-related validation results obtained for the National Entry-Level Fire Examination (NELF). The results presented in this report add to the growing body of research demonstrating the NELF's strong content and criterion-related validity.

#### I. Selection Procedure and Its Content

The NELF developed by developed by Morris &McDaniel, Inc., was designed to measure job applicant's potential for future success if hired as an entry-level firefighter. The content of the NELF includes Associative Memory, Memory for Ideas, Flexibility of Closure, Mathematical Computation, Reading Comprehension, Mechanical Reasoning, Spatial Orientation, and Spatial Scanning. The NELF assesses an individual's performance in these areas.

The NELF consists of 113 objectively scored, multiple-choice questions and scenarios. For each question or scenario, an applicant chooses which response is the most accurate or appropriate.

#### II. Sample Description

Demographic data were collected for individuals taking the entry-level examinations at a large mid-western municipal fire department. Demographic data were available from 1804 individuals who took the NELF over for test administrations (2005, 2007, 2009 and 2011). Table 1 depicts the racial and gender breakdown for the sample of applicants who completed the NELF.



Table 1

## Applicant Demographics

	<b>N</b>	<b>Percent</b>
Total Sample	1804	100%
Race/Ethnicity		
African American	473	26.2%
American Indian	10	.6%
Asian	6	.3%
Caucasian	1077	59.7%
Hispanic	151	8.4%
Other	87	4.8%
Gender		
Female	130	7.2%
Male	1674	92.8%



### III. Criterion Measures

For job applicants who were hired by the jurisdiction, various job performance (i.e., criterion) indices were available for a subset of those individuals who took the NELF as an applicant. The specific sample size varied depending on the specific criterion measure examined. Viewed in aggregate, of the 1, 804 job applicants, criterion data were available for one hundred eleven (111) individuals. The aggregate criterion sample demographic information is presented in Table 2.

Table 2.  
Applicant Demographics

	<b>N</b>	<b>Percent</b>
Total Sample	111	100%
Race/Ethnicity		
African American	38	34.2%
American Indian	0	0%
Asian	0	0%
Caucasian	65	58.6%
Hispanic	7	6.0%
Other	1	1.0%
Gender		
Female	6	5.4%
Male	105	94.6%

Next, we briefly describe the criterion measures used in the present analyses.

#### Cadet Fire Score

The Cadet Fire Score represents the individual's cumulative score on all fire fighting and fire ground skills demonstrated during the Fire Academy.

#### Post-Hire Performance



After completing the Fire Academy and following their station assignments, firefighters receive a Performance Rating. Typically, the Performance Rating within the first 6-month period. Direct supervisors complete the Performance Rating which covers ten dimensions, ranging from attendance to safety procedures to fire ground performance.

### Experimental Performance Ratings

In 2011, staff from Morris & McDaniel trained agency supervisors on the use of an experimental performance appraisal rating instrument (EPARI) to The EPARI elicits ratings for 34 job-related skills and abilities that flow directly from job analysis data. It covers specific (e.g., safety guidelines, fire ground decisions, adherence to oral and written instruction). In addition, the EPARI includes two measures of overall performance. The trained supervisors completed the EPARI on firefighters who completed the Fire Academy and had been employed for at least three months.





#### IV. Techniques and Results

##### A. Reliability

We examined the reliability of the NELF. Reliability refers to the consistency of the results obtained. Internal consistency for the NELF, using the Cronbach Alpha techniques, was calculated at .85. When making important selection decisions, values should meet or exceed .80.

##### B. Criterion-Related Validity

The NELF yields an overall total score. To determine the NELF's ability to predict future performance post-hire, Pearson correlations were conducted between the NELF Total score and the criterion measures above described. These correlations represent the criterion-related validity coefficients for the NELF.

In Table 3, we present the validity coefficients for the NELF. The validity coefficient ( $r$ ) indicates the strength of the relationship between the NELF Total Score and each criterion measure.

Table 3.  
Criterion-related Validity Coefficients

Criterion Measure	$r$ (corrected)	$r$ (uncorrected)	$p$	N
Cadet Fire Score	.382	.275	.006	100
Post-Hire Performance Rating	.449	.323	.050	38
Experimental Performance Rating	.632	.455	.017	27

Note: Corrected validity coefficients were adjusted for criterion reliability (.72).

Inspection of Table 3 reveals that each of the validity coefficients is statistically significant. The correlation between the NELF and these criterion measures indicate the test has a strong ability to identify future firefighter job performance.



Also of note, we examined the relationship between the NELF Total score and a previously validated Reading Ability test developed by Morris & McDaniel. In this instance, the sample is much larger because both the NELF and Reading Ability tests are administered during the selection process whereas the above sample contains individuals who were hired. When we correlated the NELF scores with the Reading Ability scores, we obtained a validity coefficient of .541 ( $p < .001$ ;  $N=1,700$ ). This validity coefficient is statistically significant.

To put the validity coefficients into perspective, the following general rules should be considered:

1. Validity coefficients represent the strength of the association between predictor and criterion; therefore, larger coefficients are better.
2. Validity coefficients should be statistically significant to be considered as having any potential value to employers.
3. Whether the size of a validity coefficient should be considered as “good” or not depending on the context of the test’s use. That said, the rule of thumb for judging the value of a validity coefficient are:
  - a. Above .35 is very beneficial;
  - b. .21 to .35 are likely to be useful;
  - c. .11 to .20 depends on the context; and
  - d. Below .11 is unlikely to be useful.

[Source: U.S. Department of Labor’s guidebook Testing and Assessment: An Employer’s Guide to Good Practices (2000).]



## V. Summary and Recommendations

The validation of the National Entry-Level Firefighter (NELF) Exam yielded very positive results. The results demonstrate the effectiveness of the NELF in aiding the determination of the most qualified applicants for the entry-level firefighter positions

Therefore, used in this manner, the NELF is structurally sound, reliable, and criterion-related valid, and compares favorably to industry standards.



# AUSTIN FIRE DEPARTMENT

**CONTENT VALIDATION REPORT  
FOR THE STRUCTURED ORAL INTERVIEW  
FOR  
ENTRY-LEVEL FIREFIGHTER**



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## TABLE OF CONTENTS

1. Background .....	1
<i>User</i> .....	1
<i>Dates of Study</i> .....	1
<i>Location of Study</i> .....	1
2. Problem and Setting .....	1
<i>Purpose of Study</i> .....	1
<i>Existing Procedures</i> .....	1
3. Identifying the Job Content Domain .....	2
<i>Job Analysis–Content of the Job</i> .....	2
4. Selection Procedure and its Content .....	2
<i>Minimum Requirements</i> .....	2
<i>The Structured Oral Process</i> .....	3
<i>Identification of Dimensions</i> .....	3
<i>Development and Validation</i> .....	4
<i>Structured Oral Interview Administration</i> .....	6
<i>Rater Training Activities</i> .....	6
<i>Structured Oral Interview Scoring Procedures</i> .....	7
5. Results of the Assessment .....	8
6. Relationship between the Selection Procedure and the Job .....	10
7. Alternative Selection Procedures Investigated .....	10
8. Uses and Applications .....	11
9. Contact Person .....	11
10. Accuracy and Completeness .....	11
11. References .....	12

Linkages for Duty to Dimension Linkages  
 Linkages for Dimensions to SOI Scenarios  
 Job Description  
 Job Analysis Report

Appendix A  
 Appendix B  
 Appendix C  
 Attachment

## LIST OF TABLES

1. Summary of Biographical Data on SMEs .....	5
2. Summary of Biographical Data on Morris & McDaniel SMEs .....	6
3. Descriptive Statistics for the SOI Scores .....	9
4. Racial/Ethnic Gender Breakdown of Candidates .....	9

This report is designed to correspond to the requirements of Section 15c of the Uniform Guidelines on Employee Selection Procedures (1978).

## **1. Background**

### ***User***

The Austin Fire Department is in Austin, Texas.

### ***Dates of Study***

The study was done in 2013.

### ***Location of Study***

The Job Analysis was conducted in Austin, Texas in March and April of 2013. All data analysis took place in the offices of Morris & McDaniel, Inc.

## **2. Problem and Setting**

### ***Purpose of Study***

The purpose of this study was to develop, administer, and score performance-based components that are supported by content validation efforts to aid in selecting qualified individuals for the Entry Level Firefighter Position. Morris & McDaniel developed and validated these procedures. The results of these procedures were used to assist in providing a rank-ordered list of candidates. This study was undertaken by Morris & McDaniel for the City of Austin at the City and Department's request.

The project followed the plan outlined below:

- Project Planning Discussions
- Review Previous Job Analysis and Relevant Literature *Though the plan was to review the existing Job Analysis, it was not available for review.*
- Conduct Job Analysis
- Recommend Process
- Administration of the Structured Oral Interview
- Rater Training
- Monitoring the Assessment Procedures
- Presentation of Rank-Ordered List of Candidates

### ***Existing Procedures***

The past procedure was not available to Morris & McDaniel.

### **3. Identifying the Job Content Domain**

In preparation for conducting a test development and validation study, one should review the relevant literature and internal organization information (e.g., job analyses, organizational charts, policies and procedures) to become familiar with the organization and the position. It is important to identify the scope of the project, the specific desires and limitations of the department, the available personnel who can serve as subject matter experts (SMEs), and any special timelines or circumstances that might impact the study.

A review of the literature can provide information about the position under study as well as new or modified methods relevant to the job analysis, test development, administration, or scoring process. In the Reference section we list a sample of the literature we reviewed.

In addition, it is important to be very familiar with the professional standards and federal guidelines associated with developing and conducting a job analysis and selection process.

In conducting this study, Morris & McDaniel gathered internal organizational data, including job postings, job descriptions, and descriptions of selection procedures that had been conducted for the position in the past. The current research and methodology was modeled after and built upon the research efforts of Morris & McDaniel's work in the field for similar jurisdictions.

All job analysis data were collected and assessment components developed consistent with these data and in accordance with the Standards for Educational and Psychological Tests (American Educational Research Association, American Psychological Association, & National Council on Measurement in Education, 1999) and the Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition (Society for Industrial and Organizational Psychology, 2003). In addition, deference was given to the Uniform Guidelines on Employee Selection Procedures (Uniform Guidelines; Equal Employment Opportunity Commission, Civil Service Commission, Department of Labor, and Department of Justice, 1978).

#### ***Job Analysis—Content of the Job***

A job analysis report is attached.

### **4. Selection Procedure and Its Content**

#### ***Minimum Requirements***

These were provided by the City and are available for review from the City.



### ***The Structured Oral Interview (SOI)***

From the job analysis and SME ratings, important dimensions were established. The Structured Oral Interview was developed to elicit behaviors that were determined to link to these relevant dimensions. Each version of the Structured Oral Interview (SOI) is comprised of three (3) scenarios. Prior fire knowledge is not needed to respond to these scenarios. Following each scenario, the candidate had a maximum of four (4) minutes for each scenario to identify the problems and issues and orally present how he/she would handle the situation to a video camera. The scenarios and time limit were reviewed and field tested by experienced subject matter experts (SMEs). It was agreed upon that the time allotted was sufficient time to complete the exercise. The Average Flesch-Kincaid reading level each of the four (4) versions administered was 8.36. Further, the exercise was read aloud to the candidates during the administration as well as being presented in writing to the candidate.

### ***Identification of Dimensions***

The job analysis data were used to identify important dimensions of performance for the job, which could be used to assess the candidates through the SOI. The relevant dimensions and the definitions that were used for the SOI are as follows.

#### **1. *Problem Analysis (PA)***

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. The ability to obtain relevant information from available information and screen out less essential details. The ability to use data and related information in order to evaluate a problem. The ability to logically interpret information in order to solve problems.

#### **2. *Decision-Making (DM)***

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Basically, the ability to use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary.



**3. *Teamwork (TW)***

Firefighting in all its aspects demands a commitment to teamwork. This dimension attempts to capture that candidate's ability, preferences, and predilections with respect to working in a collective and collaborative environment. Specific attributes would include readiness to share both risks and rewards, ability to find personal satisfaction in working toward common goals, and willingness to subordinate personal interests in the service of collective progress. Specific inhibitions would come from strong needs for personal recognition overshadowing contribution to the collective mission, a particularly strong competitive nature that leads one to seek dominance in a hierarchy over collective contribution, or an innately oppositional nature that would lead to resistance to direction and coaching – whether from peers or superiors, whether manifested actively or passively in the workplace. Clearly unacceptable is any expression that personal aspirations or personal recognition should supersede the performance of the team as determined by the service delivered.

**4. *Oral Communication (OC)***

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension. The ability to speak clearly, be easy to follow, display self-assurance, and appear unflustered.

***Development and Validation***

The development of this assessment component is based on the job analysis for the position. In the job analysis, tasks, skills, abilities, and other attributes (SAOs) that are important to the job were identified and rated by experienced SMEs. These same SMEs for the rank of Entry-Level Firefighter participated in the Duty to Dimension Linkage sessions. The SMEs were of the rank of Entry-Level Firefighter or higher. A total of ten (10) SMEs participated in these linkages. Table 1 provides the biographical data for the SMEs participating in these sessions. The instructions for the linkages as well as the final product are presented in Appendix A.

For security purposes, Austin Fire Department SMEs were not permitted to review the examination or the Structured Oral Interview versions and scenarios. SMEs from Morris & McDaniel reviewed both components (including scoring key and scoring standards) to ensure relevance, could ensure that the scenarios could elicit behaviors related to the dimensions and that the positive and negative examples presented in the standards could provide guidance in the scoring the Structured Oral Interview. These SMEs have over 80 years of combined experience assessing protective service personnel. Table 2 presents the list of the SMEs biographical data. The final product of the linkages are presented in Appendix B.

**TABLE 1: SUMMARY OF BIOGRAPHICAL DATA ON SMEs (LINKAGE SESSION)**

<b>Gender</b>	<b>Ethnicity</b>	<b>Education</b>	<b>Current Rank</b>	<b>Total Length of Service in Department</b>	<b>Total Length of Service in Current Position</b>
Male	African American	2-year college degree	Firefighter	10 or more years	10 or more years
Male	Caucasian	Some college courses	Battalion Chief	10 or more years	More than 2 years but less than 5 years
Male	Hispanic	High school diploma	Lieutenant	10 or more years	10 or more years
Male	Caucasian	4-year college degree	Captain	10 or more years	More than 6 months but less than 2 years
Male	Caucasian	2-year college degree	Battalion Chief	10 or more years	More than 2 years but less than 5 years
Male	Caucasian	Some college courses	Captain	10 or more years	Less than 6 months
Male	Hispanic	High school diploma	Battalion Chief	10 or more years	10 or more years
Male	African American	2-year college degree	Lieutenant	10 or more years	More than 2 years but less than 5 years
Female	Caucasian	Some college courses	Specialist (driver)	10 or more years	More than 2 years but less than 5 years
Female	Caucasian	Post-graduate degree	Firefighter	More than 5 years but less than 10 years	More than 5 years but less than 10 years

**TABLE 2: SUMMARY OF BIOGRAPHICAL DATA  
ON MORRIS & MCDANIEL SMEs**

Education	Current Title	Years of Experience
Ph.D, Juris Doctorate	President	36 years
Juris Doctorate	Vice President	10 years
Master's	Vice President	36 years
Bachelor's	Job Analyst/Consultant	4 years

### ***Structured Oral Interview Administration***

The SOI scenarios were administered at Bowie High School in Austin, Texas, on July 17 and 18, 2013. Candidate groups reported in the morning and afternoon on both days. To ensure a standard and secure SOI administration for all groups was followed and that all candidates were treated fairly, five (5) parallel versions were developed. Four (4) of the five (5) versions were used.

Morris & McDaniel provided a brief orientation where candidates were provided the information on the SOI assessment dimensions and pertinent logistical information. Candidates were informed that their performance in the assessment exercises would be rated across these specific dimensions.

### ***Rater Training Activities***

A training program was provided to all assessors prior to the scoring of the Structured Oral Interview. Assessor training was held on July 21 and 22, 2013, at the Palmer Events Center. The primary instructors for the Assessor Training Program were Dr. David Morris, President of Morris & McDaniel and Kim Anderson, Senior Staff Consultant.

The assessor syllabus served as aide and covered the following topics:

- Introduction
- Outline of the Assessor Training
- Agenda for Assessors
- Assessor's Reactions to Performance-Based Assessment (Assessment Centers)
- History of Performance-Based Assessment
- Performance-Based Assessment Principles

- Performance-Based Assessment Procedure
- Performance-Based Assessment Dimensions
- Performance-Based Assessment Exercise
- Dimension by Exercise Matrix
- Rating Behavior
- Behavioral Observation and Recording
- Use of Assessor Report Forms
- Recognizing and Classifying Behavior by Dimensions
- Behavior Examples Exercise
- Behavior by Dimensions Exercise
- Evaluating Behavior by Dimensions
- Behavior Classification Exercise
- Mock Performance-Based Assessment: Practice on the Actual Exercises
- Ethics of Performance-Based Assessment Operations
- Individual Assessor Rating Forms
- Council Rating Forms
- Final List of Candidate Performance

### ***Structured Oral Interview Scoring Procedures***

The DVDs containing candidates' exercise responses were transported to the Palmer Events Center for scoring. A panel of three (3) assessors rated each candidate on his/her responses to the exercise. The fourth team member was added to ease the burden of the evaluation process and most importantly to provide for a three (3) person panel if one (1) panel member had to leave due to sickness or an emergency. At any given time, three (3) of the four (4) assessors from a team would be seated to score a candidate. The fourth person of the team was to sit out for a break while the other three (3) scored and this fourth assessor was rotated so that all assessors were able to get breaks from time to time.

Each candidate was evaluated on the dimensions using a five-point Likert type scale ranging from 0.1 to 5.0. This scale was tied to each dimension elicited by the exercise. The following scale was used:

5.0 - 4.1	Clearly Superior
4.0 - 3.1	Good
3.0 - 2.1	Clearly Acceptable
2.0 - 1.1	Needs Improvement
1.0 - 0.1	Clearly Unacceptable

Assessors' observations were recorded on two types of forms in evaluating each candidate's performance in the Structured Oral Interview: the SOI Scoring Guide (Exercise Standards and Individual Rating Form) was used for assessors' rough notes on dimension scores and the Council Rating Form was used to record the final report of the Team Score. The Performance Scoring Guide provided benchmarks regarding specific components of a candidate's performance on the exercise. The Council Rating Form documented the team score. The Council Rating Form was the final report of the Assessment Council rating for the candidate.

Before scoring the first candidate, each panel of assessors followed a calibration process that included scoring two mock candidates and observing three (3) candidates before moving forward. The assessors used discussions and the consensus process to come to a consensus on the candidate's team score. These scores were documented on the Council Rating Forms. All assessors then signed the completed Council Rating Forms.

Panels were rotated in the morning and afternoon of each day. This process of rotation of the assessor was recommended in 75-666 - USA, et al v. Jefferson County, et al - Memorandum Opinion filed February 8, 2002.

## **5. Results of the Assessment**

The following section provides descriptive information for the Structured Oral Interview process. The descriptive statistics are provided.

### ***Descriptive Statistics for Structured Oral Interview***

2010 candidates participated in the Structured Oral Interview Process. The descriptive statistics scores are provided in Table 3. The racial/ethnic and gender breakdown is provided in Table 4.



**TABLE 3**  
**DESCRIPTIVE STATISTICS FOR THE**  
**SOI SCORES**

<b>Subgroup</b>	<b>N</b>	<b>Mean</b>	<b>Std Dev</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Total</b>	2010	65.14	15.48	14.00	100.00
<b>Asian</b>	52	66.92	15.46	36.00	100.00
<b>African American</b>	231	65.41	15.09	34.00	100.00
<b>Hispanic</b>	803	63.13	15.24	16.00	98.00
<b>Native American</b>	19	60.95	17.55	14.00	92.00
<b>Other</b>	53	69.17	15.13	42.00	100.00
<b>White</b>	714	66.36	15.43	24.00	100.00
<b>Did Not Disclose</b>	138	68.42	16.28	22.00	98.00
<b>Female</b>	212	65.65	16.01	32.00	98.00
<b>Male</b>	1746	65.00	15.33	14.00	100.00
<b>Did Not Disclose</b>	52	67.77	18.07	22.00	98.00

Note: SOI scores presented out of 100 possible points.

**TABLE 4**  
**RACIAL/ETHNIC AND GENDER BREAKDOWN**  
**CANDIDATES' RACE**

<b>Race</b>	<b>Frequency</b>
<b>Asian</b>	52
<b>African American</b>	231
<b>Hispanic</b>	803
<b>Native American</b>	19
<b>Other</b>	53
<b>White</b>	714
<b>Did Not Disclose</b>	138
<b>Total</b>	2010

**TABLE 4 CONTINUED  
CANDIDATES' GENDER**

<b>Gender</b>	<b>Frequency</b>
<b>Female</b>	212
<b>Male</b>	1746
<b>Did Not Disclose</b>	52
<b>Total</b>	2010

#### **6. Relationship between the Selection Procedure and the Job**

The content validity of the component was established by basing the development upon the job data obtained in the job analysis and linking the scenarios to the dimensions from the job analysis.

Furthermore, evidence of the content validity of the each assessment component is provided by the following: the linkages of the tasks to the job, the tasks to the abilities and performance based assessment dimensions, the SOI and scoring standards to the dimensions, and experienced personnel scientists reviewing the scenarios and scoring standards to ensure that the SOI is relevant to the firefighter position.

#### **7. Alternative Selection Procedures Investigated**

The City of Austin required use of a structured oral component as part of their firefighter selection process (refer to RFP CEA0115 Firefighter Employment Assessment). While we do not have information as to the City's rationale for desiring this selection procedure, the performance-based assessments (also termed situation judgment test, structured oral interviews, or scenario exercises) are supported by the research literature (Gaugleer, Rosenthal, Thornton, & Benson, 1987; Schmitt & Hunter, 1988) as a method that is reliable, valid, and reduces potential adverse impact. A meta-analysis (McDaniel, Bruhn-Finnegan, Morgeson, Campion, & Braverman, 2001) of this method found it to be a significant predicted job performance ( $r = .34$ ). Compared to role play and in-basket exercises, Lievens, Dilchert, & Ones (2009) found the oral presentation component to have the highest validity (.55). In addition, when compared to cognitive tests, structured oral components were demonstrated to have less adverse impact (Pulakos & Schmitt,

1996; Sackett, Schmit, Ellingston, & Kabin, 2001) and greater incremental validity (McDaniel, Hartman, Whetzel & Grubb, 2007).

Results from Morris & McDaniel's analyses of similar procedures further supported their use as valid (content and criterion-related) firefighter selection procedure that mitigated adverse impact (Morris & McDaniel, 2012). In addition, given the administrative and logistic constraints, the efficiency of this procedure over complex selection methods (e.g., assessment centers) supported its use for the City of Austin (Motowidlo, Dunnette, & Carter, 1990).

## **8. Uses and Applications**

Initially, evidence of the criterion-related validity and utility of these selection procedures is documented through previous validity data resulting from testing processes administered by Morris & McDaniel. Content validity for the SOI as applied for the 2013 COA firefighter selections process are documented with this report. Other application-specific evidence is anticipated at a later date. Specifically, the criterion-related validity and utility of the testing process will continue to be developed by the collection and analysis of data from the Austin Fire Department Training Academy and other sources.

## **9. Contact Person**

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## **10. Accuracy and Completeness**

In order to ensure accuracy and completeness in collection, analysis, and report of data and results, the following procedures were followed:

1. Experienced professionals were used to direct the development of all components.
2. The procedures to guide development are standard procedures that are in accordance with generally-accepted professional standards.



3. The job-related situations in the performance-based assessment exercise were developed by experienced personnel scientists.
4. All three (3) assessors on the panel approved the team score by signing the Council Rating Form.
5. The scores entered in the database were triple checked with the Council Rating Forms.

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## **APPENDIX A**

LINKAGES  
FOR DIMENSIONS TO DUTY LINKAGE

Name of Subject Matter Expert \_\_\_\_\_

**AUSTIN FIRE DEPARTMENT  
ENTRY LEVEL FIREFIGHTER**

**LINKAGE INSTRUCTIONS  
FOR DIMENSIONS TO DUTY LINKAGE**

**Conducted by:**  
Morris & McDaniel, Inc.  
117 South Saint Asaph  
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## INSTRUCTIONS

### Linkage of Duty Statements to Dimensions

Please place a check mark under each dimension that you feel links to the corresponding duty. The duty statements are the titles used for each cluster of tasks that were reviewed during the task list rating portion of the job analysis. These ratings enable us to determine the important tasks for the job of Firefighter in this department. The duties are identified by letter and listed in this packet. The dimensions were identified by job analysts and social scientists who studied the job and feel that they correctly represent important demands of the job. Please review the dimensions and their definitions and make sure you agree that they are important demands for the job. The definitions of the dimensions are included in this packet.

For example:

	DIMENSIONS (SAMPLE)				
	Problem Identification	Decision Making	Service Orientation	Teamwork	Oral Communication
Duties					
A	√	√			√

## **List of Duty Statements**

- I. Responding to Alarms**
- II. Firefighting and Extinguishing Operations**
- III. "Post Fire" Operations, Salvage and Overhaul, Inventory, Return to Station**
- IV. Performing Special Emergency Operations**
- V. Accessing Fire Scenes, Rescuing Victims, and Providing First Aid and Assistance**
- VI. Fire Prevention, Inspection, Code Enforcing Activities Including False Alarms**
- VII. Inspecting, Testing, Cleaning and Maintenance of Apparatus and Equipment**
- VIII. Fire/Arson Investigations**
- IX. Training Activities, Preplanning and Preparing for Fire; Conducting and Participating in Drills**
- X. General Management, Administration, House watch, and Related Firehouse Duties**
- XI. Public Relations/Community Activities**



## **DIMENSION DEFINITIONS**

### ***Cognitive Ability***

An individual's ability to learn, adapt, and solve problems.

### ***Problem Identification & Analysis***

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. To what extent can the individual obtain relevant information from available information and screen out less essential details? Does the individual misinterpret information? Demonstrates perceptions of an interaction between various aspects of the problem and between various actions taken or available to be taken. To what extent can the individual use data and related information in order to evaluate a problem? To what extent does the individual logically interpret information in order to solve problems?

### ***Decision Making***

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Does not overly delegate; does not delay action on important items; takes firm position and makes position clear. Evaluates situation to determine action to be taken; assigns tasks to subordinates when nature of the incident requires coordinated efforts of several subordinates. Basically, to what extent does the individual use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary?

### ***Service Orientation***

The ability to demonstrate a genuine interest and concern for the welfare of the community and its citizens, the department, and the members of the department; A willingness to participate in community and department affairs; The ability to respect and work cooperatively with and provide service to citizens, co-workers, and others without regard to such characteristics as their gender, race, beliefs, or cultural background.

### ***Oral Communication***

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension; to give appropriate nonverbal messages and to interpret such messages when given by others. Speaks clearly and is easy to follow; uses good grammar; displays self-assurance; appears unflustered; is verbally fluent; is well organized; is persuasive; is enthusiastic; uses gestures effectively; does not talk too fast; does not talk haltingly; does not have distracting verbal mannerisms ("uh," "um," "you know").

### ***Teamwork***

Firefighting in all its aspects demands a commitment to teamwork. This dimension attempts to capture that candidate's ability, preferences, and predilections with respect to working in a collective and collaborative environment. Specific attributes would include readiness to share both risks and rewards, ability to find personal satisfaction in working toward common goals, and willingness to subordinate personal interests in the service of collective progress. Specific inhibitions would come from strong needs for personal recognition overshadowing contribution to the collective mission, a particularly strong competitive nature that leads one to seek dominance in a hierarchy over collective contribution, or an innately oppositional nature that would lead to resistance to direction and coaching – whether from peers or superiors, whether manifested actively or passively in the workplace. Clearly unacceptable is any expression that personal aspirations or personal recognition should supersede the performance of the team as determined by the service delivered.

### ***Work Ethic***

Conscientiously abides by the rules, regulations and procedures governing work; Exhibits a strong work ethic by being productive, diligent, conscientious, timely, and loyal; Remains open to new ideas and approaches, shows flexibility to complete job within defined parameters; Is able to lead and follow.

### ***Integrity***

Acts in an honest, fair, and ethical manner, in both actions and words which causes a person to do the right thing, even if no one else will know; Avoids criminal acts, conflicts of interest, or the appearance of the same.

***Appreciation of Diversity***

Today's firefighters serve an incredibly diverse community across a wide range of very personal, sometimes very challenging and even frightening situations. This dimension seeks to capture a candidate's capacity to perceive, appreciate, and respond to the widely divergent social, cultural, and interpersonal dimensions of both the service delivery environment and the work place. Specific attributes would include the capacity to recognize and respond to the need of others whose personal or cultural circumstances may be unknown to them or alien to their own, and to bring a focused sense of responsiveness and fairness to those interactions, regardless of the uncertainty or volatility of the specific situation. Specific inhibitions would come from personal resistance to or disregard of social, cultural, or interpersonal needs of others, whether from failure to discern these or inability to respond appropriately to them. Clearly unacceptable would be any evidence of unchecked bias toward race, gender, nationality, or other such differences.



### Linkage of Duty Statements to Dimensions

	COGNITIVE ABILITY	PROBLEM IDENTIFICATION AND ANALYSIS	DECISION MAKING	SERVICE ORIENTATION	ORAL COMMUNICATION	TEAMWORK	WORK ETHIC	INTEGRITY	APPRECIATION OF DIVERSITY
Entry-Level Firefighter									
RESPONDING TO ALARMS (RECEIVING, PROCESSING, AND TRANSMITTING ALARMS)	YES	YES	YES	YES	YES	YES	YES	YES	YES
FIREFIGHTING AND EXTINGUISHING OPERATIONS	YES	YES	YES	YES	YES	YES	YES	YES	YES
"POST-FIRE" OPERATIONS, SALVAGE AND OVERHAUL, INVENTORY, RETURN TO STATION	YES	YES	YES	YES	YES	YES	YES	YES	YES
PERFORMING SPECIAL EMERGENCY OPERATIONS	YES	YES	YES	YES	YES	YES	YES	YES	YES
ACCESSING FIRE SCENES, RESCUING VICTIMS AND PROVIDING FIRST AID AND ASSISTANCE.	YES	YES	YES	YES	YES	YES	YES	YES	YES
FIRE PREVENTION, INSPECTION, CODE ENFORCING ACTIVITIES INCLUDING FALSE ALARMS.	YES	YES	YES	YES	YES	YES	YES	YES	YES
INSPECTING, TESTING, CLEANING AND MAINTENANCE OF APPARATUS AND EQUIPMENT	YES	YES	YES	-	YES	YES	YES	YES	-
FIRE/ARSON INVESTIGATIONS	YES	YES	YES	YES	YES	YES	YES	YES	YES
GENERAL MANAGEMENT, ADMINISTRATION, HOUSEWATCH, AND RELATED FIREHOUSE DUTIES	YES	YES	YES	-	YES	YES	YES	YES	-
PUBLIC RELATIONS/COMMUNITY ACTIVITIES	YES	YES	YES	YES	YES	YES	YES	YES	YES

## **APPENDIX B**

### **LINKAGES FOR DIMENSIONS TO STRUCTURED ORAL INTERVIEW SCENARIOS**

Name of Subject Matter Expert

**AUSTIN FIRE DEPARTMENT  
ENTRY LEVEL FIREFIGHTER**

**LINKAGES FOR DIMENSIONS TO  
STRUCTURED ORAL INTERVIEW SCENARIOS**

**Conducted by:**  
Morris & McDaniel, Inc.  
117 South Saint Asaph  
Alexandria, Virginia 22314

## LINKAGE OF SCENARIOS TO DIMENSIONS

	PROBLEM ANALYSIS	DECISION MAKING	ORAL COMMUNICATION	TEAMWORK
<b>SOI</b>				
<b>Scenario 1 (Version A)</b>	YES	YES	YES	YES
<b>Scenario 1 (Version B)</b>	YES	YES	YES	YES
<b>Scenario 1 (Version C)</b>	YES	YES	YES	YES
<b>Scenario 1 (Version D)</b>	YES	YES	YES	YES
<b>Scenario 1 (Version E)</b>	YES	YES	YES	YES
<b>Scenario 2 (Version A)</b>	YES	YES	YES	YES
<b>Scenario 2 (Version B)</b>	YES	YES	YES	YES
<b>Scenario 2 (Version C)</b>	YES	YES	YES	YES
<b>Scenario 2 (Version D)</b>	YES	YES	YES	YES
<b>Scenario 2 (Version E)</b>	YES	YES	YES	YES
<b>Scenario 3 (Version A)</b>	YES	YES	YES	YES
<b>Scenario 3 (Version B)</b>	YES	YES	YES	YES
<b>Scenario 3 (Version C)</b>	YES	YES	YES	YES
<b>Scenario 3 (Version D)</b>	YES	YES	YES	YES
<b>Scenario 3 (Version E)</b>	YES	YES	YES	YES

## **APPENDIX C**

**Job Descriptions provided  
by O\*Net, Dictionary of Occupational Titles and  
the City of Austin Fire Department**

## **Summary Report for:** **33-2011.01 - Municipal Firefighters**

Control and extinguish municipal fires, protect life and property and conduct rescue efforts.

**Sample of reported job titles:** Firefighter, Firefighter/Paramedic, Firefighter/EMT, Firefighter/EMT (Firefighter/Emergency Medical Technician), Fire Fighter, Fire Engineer, Fire Captain, Fire Fighter/EMT, Fireman, Fire Chief

### **Tasks**

- Rescue victims from burning buildings and accident sites.
- Search burning buildings to locate fire victims.
- Administer first aid and cardiopulmonary resuscitation to injured persons.
- Dress with equipment such as fire resistant clothing and breathing apparatus.
- Drive and operate fire fighting vehicles and equipment.
- Move toward the source of a fire using knowledge of types of fires, construction design, building materials, and physical layout of properties.
- Respond to fire alarms and other calls for assistance, such as automobile and industrial accidents.
- Assess fires and situations and report conditions to superiors to receive instructions, using two-way radios.
- Position and climb ladders to gain access to upper levels of buildings, or to rescue individuals from burning structures.
- Create openings in buildings for ventilation or entrance, using axes, chisels, crowbars, electric saws, or core cutters.

### **Tools & Technology**

**Tools** used in this occupation:

**Fire or rescue trucks** — Aerial trucks; Bomb response vehicles; Fire trucks; Pumper trucks

**Fire suppression hand tools** — Fire axes; McLeod tools; Pick head axes; Pulaski tools

**Ladders** — Aluminum ladders; Extension ladders; Wood ladders

**Power saws** — Chain saws; Circular saws; K-12 saws; Reciprocating hacksaws

**Pry bars** — Halligan bars; Hux bars; Pinch bars

**Technology** used in this occupation:

**Analytical or scientific software** — Plume modeling software



**Data base user interface and query software** — Affiliated Computer Services ACS FIREHOUSE; Fire incident reporting systems; Microsoft Access

**Electronic mail software** — Email software

**Spreadsheet software** — Microsoft Excel

**Word processing software** — Corel WordPerfect software; Microsoft Word

## **Knowledge**

**Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.

**Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.

**Education and Training** — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

**Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

**Building and Construction** — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.

**English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

**Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

**Law and Government** — Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

**Transportation** — Knowledge of principles and methods for moving people or goods by air, rail, sea, or road, including the relative costs and benefits.

**Geography** — Knowledge of principles and methods for describing the features of land, sea, and air masses, including their physical characteristics, locations, interrelationships, and distribution of plant, animal, and human life.

## **Skills**

**Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

**Coordination** — Adjusting actions in relation to others' actions.

**Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

**Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.

**Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.

**Operation and Control** — Controlling operations of equipment or systems.

**Service Orientation** — Actively looking for ways to help people.

**Instructing** — Teaching others how to do something.

**Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.

**Speaking** — Talking to others to convey information effectively.

## **Abilities**

**Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

**Reaction Time** — The ability to quickly respond (with the hand, finger, or foot) to a signal (sound, light, picture) when it appears.

**Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.

**Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.

**Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.

**Response Orientation** — The ability to choose quickly between two or more movements in response to two or more different signals (lights, sounds, pictures). It includes the speed with which the correct response is started with the hand, foot, or other body part.

**Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.

**Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.

**Rate Control** — The ability to time your movements or the movement of a piece of equipment in anticipation of changes in the speed and/or direction of a moving object or scene.

**Speech Recognition** — The ability to identify and understand the speech of another person.



## Work Activities

**Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.

**Operating Vehicles, Mechanized Devices, or Equipment** — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.

**Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

**Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.

**Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.

**Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.

**Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.

**Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.

**Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.

**Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).

## Work Context

**Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets** — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?

**In an Enclosed Vehicle or Equipment** — How often does this job require working in a closed vehicle or equipment (e.g., car)?

**Physical Proximity** — To what extent does this job require the worker to perform job tasks in close physical proximity to other people?

**Face-to-Face Discussions** — How often do you have to have face-to-face discussions with individuals or teams in this job?

**Outdoors, Exposed to Weather** — How often does this job require working outdoors, exposed to all weather conditions?

**Contact With Others** — How much does this job require the worker to be in contact with others (face-to-face, by telephone, or otherwise) in order to perform it?

**Work With Work Group or Team** — How important is it to work with others in a group or team in this job?

**Sounds, Noise Levels Are Distracting or Uncomfortable** — How often does this job require working exposed to sounds and noise levels that are distracting or uncomfortable?

**Deal With External Customers** — How important is it to work with external customers or the public in this job?

**Responsible for Others' Health and Safety** — How much responsibility is there for the health and safety of others in this job?

## Job Zone

Title	Job Zone Three: Medium Preparation Needed
Education	Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.
Related Experience	Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.
Job Training	Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.
Job Zone Examples	These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include food service managers, electricians, agricultural technicians, legal secretaries, interviewers, and insurance sales agents.
SVP Range	(6.0 to < 7.0)

### **There are 7 recognized apprenticeable specialties associated with this occupation:**

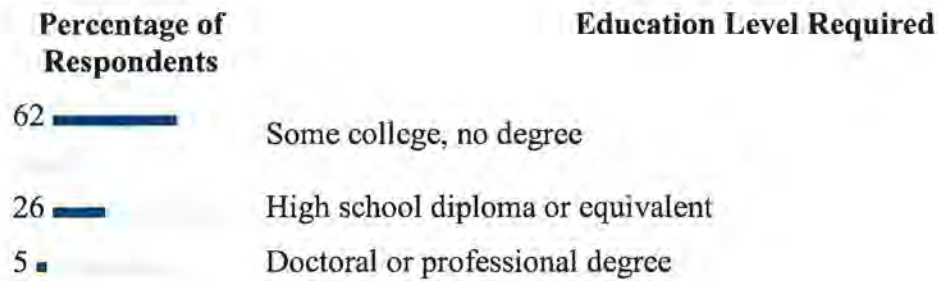
Fire Fighter, Crash, Fire, and Rescue; Fire Fighter; Fire Apparatus Engineer; Fire Engineer; Fire Medic; Fire Fighter Paramedic; Fire Fighter Diver

To learn about specific apprenticeship opportunities, please consult the U.S. Department of Labor [State Apprenticeship Information](#) website.

For general information about apprenticeships, training, and partnerships with business, visit the U.S. Department of Labor [Office of Apprenticeship](#) website.



## Education



## Interests

Interest code: **RSE**

**Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.

**Social** — Social occupations frequently involve working with, communicating with, and teaching people. These occupations often involve helping or providing service to others.

**Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.

## Work Styles

**Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.

**Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.

**Integrity** — Job requires being honest and ethical.

**Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.

**Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.

**Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.

**Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.

**Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.

**Initiative** — Job requires a willingness to take on responsibilities and challenges.

**Persistence** — Job requires persistence in the face of obstacles.

## Work Values

**Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.

**Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.

**Achievement** — Occupations that satisfy this work value are results oriented and allow employees to use their strongest abilities, giving them a feeling of accomplishment. Corresponding needs are Ability Utilization and Achievement.

## Related Occupations

33-1021.01 [Municipal Fire Fighting and Prevention Supervisors](#)

33-1021.02 [Forest Fire Fighting and Prevention Supervisors](#)

33-2011.02 [Forest Firefighters](#) 🟡 **Bright Outlook**

33-2021.01 [Fire Inspectors](#)

33-2022.00 [Forest Fire Inspectors and Prevention Specialists](#)

33-3031.00 [Fish and Game Wardens](#) 🟢 **Green**

33-3052.00 [Transit and Railroad Police](#)

33-9032.00 [Security Guards](#) 🟡

33-9092.00 [Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers](#)

53-3032.00 [Heavy and Tractor-Trailer Truck Drivers](#) 🟡🟢



## City of Austin - JOB DESCRIPTION

### Fire Cadet

<b>FLSA:</b>	Fire Cadet	<b>EEO Category:</b>	(40) Protect/Svc
<b>Class Code:</b>	13990	<b>Salary Grade:</b>	F01
<b>Approved:</b>	March 24, 2002	<b>Last Revised:</b>	March 19, 2012

### Purpose:

Under close supervision, participate in assigned training and formal academic programs of instruction designed to qualify for certification as a Firefighter in accordance with Chapter 143.023 of the Texas State Statutes.

### Duties, Functions and Responsibilities:

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

1. Attends and successfully completes Fire Department classes and other formal fire training programs to qualify for certification as a Firefighter and an Emergency Medical Technician (Basic).
2. Participates in mandatory physical training to include running 1 ½ to miles, uphill running, calisthenics, hose and dummy drags, grass drills, and weight training.
3. Participates in drills, demonstrations, firefighting training evolutions, and courses in hydraulics, pump operation and maintenance, and firefighting techniques.
4. Trains in the operation of rescue tools.
5. Trains in the administration of emergency medical care to fire or accident victims and assists EMS personnel as needed.
6. Trains in the locating, controlling, and extinguishing of fires using applicable extinguishing agents.

### Responsibilities – Supervisor and/or Leadership Exercised:

None

### Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Skill in operating and maintaining fire apparatus and equipment.
- Skill in operating various hand and power tools to create openings in structures and vehicles for smoke ventilation, forcible entry, and rescue.

- Skill in performing life support techniques and emergency medical care.
- Skill in maintaining accurate records and preparing reports.
- Ability to become knowledgeable of city geography, streets, and highways in Austin/Travis County.
- Ability to become knowledgeable of firefighting principles and techniques, hydraulics, hydrants, and location/operation of sprinkler and house line systems.
- Ability to become knowledgeable of departmental policy, practice, and procedure, emergency medical techniques, and good safety practice in the use of equipment.
- Ability to establish and maintain good working relationships with other city employees and the public.
- Ability to communicate effectively in stressful and/or hazardous environments.
- Ability to perform strenuous work under all weather conditions including emergency situations.
- Ability to read, write, comprehend, and speak English.

#### **Minimum Qualifications:**

- Graduation from High School or equivalent.
- Must be at least 18 years of age, and not to exceed age 35, on the date of written exam.
- Meet the requirements of Local Government Code, Title 5 Chapter 143.
  - Meet the requirements for certification by the Texas Commission of Fire Protections Standards and Education.
  - Meet the requirements of the Texas Department of State Health Services for certification as an Emergency Medical Technician (Basic).
  - Meet the requirements set forth in NFPA 1582, Latest Edition, Standard on Medical Requirements for Firefighters.
- Application for employment and all steps in the hiring process.

At the time of written exam you must have completed:

1. 15 semester hours at an accredited college or university with a minimum of 2.0 or higher grade point average (GPA is calculated from all transcripts)

OR

Two (2) years service with an US Military Branch, including Reserves or National Guard

#### **Licenses and Certifications Required:**

Valid Class C Driver's License

#### **Physical Requirements:**

- Must be able to quickly respond to fire apparatus and be capable of entry and/or exit of any AFD vehicle
- Must be able to quickly respond to fire apparatus and be capable of entry and/or exit of any AFD vehicle without assistance.
- Must be able to climb multiple flights of stairs while carrying firefighting equipment.
- Must be able to climb aerial ladders to a height of 100 feet.
- Must be able to carry and/or drag hose for the purpose of fire extinguishment.

- Must be able to carry, set, and climb ladders to accomplish firefighting and rescue evolutions.
- Must be able to crawl and kneel, wearing personal protective equipment and SCBA (self-contained breathing apparatus), in extreme weather conditions, high environmental temperature and humidity, and confined, dark, or visually obscured environments.
- Must be able to perform strenuous physical activity for 20 continuous minutes.
- Must be able to perform CPR, lifting and moving of equipment and patients in a variety of environmental conditions.
- Must be comfortable in the water using a personal flotation device.

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

**ATTACHMENT A**  
**JOB ANALYSIS REPORT**



# **CITY OF AUSTIN FIRE DEPARTMENT**

## **JOB ANALYSIS REPORT FOR THE RANK OF ENTRY-LEVEL FIREFIGHTER**



**Submitted by:**

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**April 2013**

## TABLE OF CONTENTS

<b>EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>I. INTRODUCTION.....</b>	<b>2</b>
<b>II. METHODOLOGY.....</b>	<b>4</b>
A. Orientation/Planning Discussions.....	5
B. Review of the Literature.....	5
C. Conduct On-Site Job Observations .....	6
D. Development of Lists of Tasks & SAOs.....	6
E. Administration of Task Inventory .....	6
F. Analysis of Task Inventory Ratings .....	11
G. Administration of SAO Inventory .....	24
H. Analysis of SAO Inventory Ratings.....	27
I. Conclusion.....	33



LIST OF TABLES

TABLE 1: Summary Of Biographical Data On Job Observations ..... 7

TABLE 2: Subject Matter Experts That Participated In Task Ratings ..... 8

TABLE 3: Summary Of Biographical Data On SMEs (Task Rating Session) ..... 9

TABLE 4: Task List Meeting Test Criteria ..... 12

TABLE 5: Subject Matter Experts That Participated In SAO Ratings ..... 24

TABLE 6: Summary Of Biographical Data On SMEs (SAO Rating Session)..... 26

TABLE 7: SAO List Meeting Test Criteria..... 28



## LIST OF APPENDICES

Appendix A – Task Rating Instructions and Task List

Appendix B – Task Rating Form

Appendix C – SAO Rating Instructions and SAO List

Appendix D – SAO Rating Form

Appendix E – Summary of SME Task Ratings

Appendix F – Summary of SME SAO Ratings



## EXECUTIVE SUMMARY

The City of Austin Fire Department (Department) needed selection procedures for the position of Entry-Level Firefighter and requested that Morris & McDaniel, Inc., a consulting firm experienced in these procedures, provide assistance for this purpose. The first step in developing this system was to conduct a job analysis of the position. A job analysis is the systematic process of collecting, processing, analyzing, and interpreting data about a job or jobs. This job analysis forms the basis of the content validity for the selection procedures and supports other validation strategies. Therefore, the job analysis data were collected in accordance with the Division 14 Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition. Also, deference was given to the requirements for the Uniform Guidelines on Employee Selection Procedures.

The results of this job analysis identified important tasks and skills, abilities, and other characteristics (SAOs). These important tasks and SAOs are presented in this report. The inventories of tasks and SAOs that were rated by the SMEs are provided in the appendices.

The job analysis was used to guide the development and implementation of an evaluation program. The method of evaluation of a candidate for selection on a SAO may include, but is not limited to, a written examination, an assessment center or performance based-assessment, a training program, and a probationary period. The method of evaluation is dependent on the appropriateness of measurement for the particular SAO. For example, certain skills such as spatial orientation can be evaluated very effectively in a written examination, whereas ability to communicate orally is more appropriately evaluated through a performance based assessment technique such as an oral board or an assessment center. The results of this job analysis study are documented and supported in this report.



## I. INTRODUCTION



## **I. INTRODUCTION**

Morris & McDaniel, Inc., is pleased to submit this job analysis report for the position of Entry-Level Firefighter with the City of Austin Fire Department (Department). This report documents the phases of the job analysis. An outline of the major steps in this process are as follows:

- Orientation/Planning Discussions
- Review of the Literature
- Conduct On-Site Job Observations
- Development of Lists of Tasks and Skills, Abilities, and Other Characteristics (SAOs)
- Administration of Task Inventory to the Subject Matter Expert (SME) Rating Panel
- Analysis of Task Inventory Ratings
- Administration of SAO Inventory to the SME Rating Panel
- Analysis of SAO Inventory Ratings
- Conclusion

The remainder of this report will provide the details of each of the above process components.



## II. METHODOLOGY





## **II. METHODOLOGY**

A job analysis is the systematic process of collecting, processing, analyzing, and interpreting data about a particular job or jobs. The data are gathered to determine what workers do in the targeted job. In addition, after the process defines and documents the work behaviors that are performed by the job incumbents, it then identifies the skills, abilities, and other characteristics (SAOs) that are required to perform the work behaviors competently.

The job analysis data, collected in accordance with the Division 14<sup>1</sup> Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition, will be used in the validation strategy. In addition, deference was given to the Uniform Guidelines on Employee Selection Procedures.

### **A. Orientation/Planning Discussions**

Orientation/planning discussions took place on March 13<sup>th</sup>, 2013, at the Fire Department Headquarters in Austin, TX. Dr. David Morris, President of Morris & McDaniel, Inc., participated in these discussions. Included in these discussions with Dr. Morris, representing Morris & McDaniel, were Assistant Director Dr. Ronnelle Paulsen, Chief of Staff Harry Evans, Division Chief Tom Dodds, Assistant Chief Richard Davis, and City Attorney Mike Cronig. The objectives, dates, and goals of the project were discussed and refined. Project components were identified and discussed. Time lines including project milestones were developed.

### **B. Review of the Literature**

Morris & McDaniel, Inc., gathered available relevant job information for the job of Entry-Level Firefighter, including data from the Department and from past job analyses from other jurisdictions.

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<sup>1</sup> Division 14 of the American Psychological Association is the Society of Industrial/Organizational Psychologists.



**C. Conduct On-Site Job Observations**

Morris & McDaniel personnel conducted job observations on March 27<sup>th</sup>, 2013. Morris & McDaniel personnel observed Firefighter Tracy Barnes, Firefighter Eleuterio Gonzales Jr., Firefighter Mark Harris, Firefighter Antwaine Hobbs, Firefighter Eric Lupton, Firefighter Frank Luu, Firefighter Rene Rios, Firefighter Reggie Tate, Firefighter Jason Venzant, and Firefighter David Wright. Their observations were helpful in creating a draft task and SAO list for the technical conference of the SMEs. Table 1 provides the biographical data on the ten (10) job observations conducted.

**D. Development of Lists of Tasks & SAOs**

After reviewing the data relevant to the targeted position, job analysts from Morris & McDaniel, Inc., assembled a list of tasks, which could be performed by persons in the Entry-Level Firefighter position. Each task contained a brief description of a specific activity that could be performed and conditions (if relevant) under which the task is performed. For ease of administration and discussion, the tasks were rationally grouped into clusters of common or related duties within the job. A list of possible skills, abilities, and other characteristics (SAOs) was also developed.

**E. Administration of Task Inventory**

On April 4<sup>th</sup>, 2013, subject matter experts (SMEs) for the rank of Entry-Level Firefighter participated in the Task and SAO rating sessions. The SMEs were of the rank of Entry-Level Firefighter or higher. A total of ten (10) SMEs rated the Task Inventory. The list of SMEs participating in the Task rating session is presented in Table 2. Table 3 provides the biographic data on the SMEs that participated in the Task rating session. The instructions for the rating session and the complete Task Inventory are presented in Appendix A. The Task Rating Form used is presented in Appendix B.



**TABLE 1: SUMMARY OF BIOGRAPHICAL DATA ON JOB OBSERVATIONS**

Gender	Ethnicity	Education	Current Rank	Total Length of Service in Department
Male	Hispanic	2-year college degree	Firefighter	27 years
Male	Caucasian	Some college courses	Firefighter	18 years
Male	African American	2-year college degree	Firefighter	16 years
Male	Caucasian	Some college courses	Firefighter	6.5 years
Male	Caucasian	Some college courses	Firefighter	19 years
Male	African American	Some college courses	Firefighter	1.5 years
Male	African American	2-year college degree	Firefighter	6.5 years
Male	Hispanic	4-year college degree	Firefighter	12 years
Female	Caucasian	Post-graduate degree	Firefighter	7 years
Male	Other - Vietnamese	4-year college degree	Firefighter	1.5 years



**TABLE 2: SUBJECT MATTER EXPERTS THAT PARTICIPATED IN TASK RATINGS**

Lieutenant Larry Aranda  
Specialist (driver) Aimee Beasley  
Firefighter Julie Brooks Muegge  
Lieutenant Randall Elmore  
Battalion Chief Reve Garza  
Battalion Chief Mark Klaus  
Captain Josh Portie  
Firefighter Kevin Shaler  
Battalion Chief Thayer Smith  
Captain Thomas Vocke



**TABLE 3: SUMMARY OF BIOGRAPHICAL DATA ON SMEs (TASK RATING SESSION)**

<b>Gender</b>	<b>Ethnicity</b>	<b>Education</b>	<b>Current Rank</b>	<b>Total Length of Service in Department</b>	<b>Total Length of Service in Current Position</b>
Male	African American	2-year college degree	Firefighter	10 or more years	10 or more years
Male	Caucasian	Some college courses	Battalion Chief	10 or more years	More than 2 years but less than 5 years
Male	Hispanic	High school diploma	Lieutenant	10 or more years	10 or more years
Male	Caucasian	4-year college degree	Captain	10 or more years	More than 6 months but less than 2 years
Male	Caucasian	2-year college degree	Battalion Chief	10 or more years	More than 2 years but less than 5 years
Male	Caucasian	Some college courses	Captain	10 or more years	Less than 6 months
Male	Hispanic	High school diploma	Battalion Chief	10 or more years	10 or more years
Male	African American	2-year college degree	Lieutenant	10 or more years	More than 2 years but less than 5 years
Female	Caucasian	Some college courses	Specialist (driver)	10 or more years	More than 2 years but less than 5 years
Female	Caucasian	Post-graduate degree	Firefighter	More than 5 years but less than 10 years	More than 5 years but less than 10 years

Data from the Task Inventory ratings were compiled and analyzed in the offices of Morris & McDaniel, Inc. The Task Inventory package for Entry-Level Firefighter is shown in Appendix A.

The SMEs were asked to rate each task in the inventory on the following two categories:

1. In general, how often do you perform this task?
  - Never
  - Annually or less often
  - Quarterly (approx. 4 times/year)
  - Monthly (approx. 1 time/month)
  - Weekly (approx. 1 time/week)
  - Semi-Weekly (approx. 2 to 6 times/week)
  - Daily (approx. 1 to 6 times/day)
2. How important is this task for performing your job effectively?
  - Not important
  - Of little importance
  - Of some importance
  - Important
  - Very important
  - Extremely important



**F. Analysis of Task Inventory Ratings**

The criteria established for a task to be retained as an important task was that two-thirds (2/3) of the raters must say it was performed annually or less often, quarterly, monthly, weekly, semi-weekly or daily; and that it was important, very important or extremely important to perform the job effectively. Any task that did not receive ratings meeting this required level of agreement was eliminated as not meeting criteria. Analysis of the SME ratings of each task on two categories (frequency of task performance and task importance; categories 1 and 2 respectively) were performed using the 2/3 level of agreement.

The SME ratings are summarized in Appendix E. The final list of important tasks resulting from this analysis is presented in Table 4.





**TABLE 4: TASK LIST MEETING TEST CRITERIA**

***Assuming successful completion of the fire academy:***

**I. RESPONDING TO ALARMS (RECEIVING, PROCESSING, AND TRANSMITTING ALARMS)**

This duty statement refers to all activities involved with receiving, responding, and transmitting alarms.

1. Correctly dons protective clothing.
2. Identifies and demonstrates knowledge of geographic locations assigned for first alarm response.

**II. FIREFIGHTING AND EXTINGUISHING OPERATIONS**

This duty statement refers to putting hose line in service and controlling and operating hose to extinguish fire or reduce its intensity; uses ropes and specialized hand tools and equipment to enter and to fight the fire.

3. Assesses material and color of smoke to ascertain what is burning. Responds with appropriate extinguishing agent
4. Responds to orders given with visual signals.
5. Examines fire structure for any signs of fire extension.
6. Cuts off fire extension.
7. Determines if position is safe by assessing stability of supporting surfaces, roof, floor, etc.
8. Performs search operations.
9. Exits apparatus with hydrant wrench and supply line(s).
10. Notifies occupants to vacate premises.
11. Removes persons from entrapments in building.
12. Drags victims by holding below arms or carrying to ambulance, or other emergency vehicle to assist emergency medical personnel.
13. Carries persons via ladder and/or stairs.





14. Connects hose to hydrant (wraps hose around hydrant once and steps on hose with foot; watches that hose comes off engine easily as it moves down street; when engine stops, unscrews hydrant cap with hydrant wrench and screws hose connection to hydrant).
15. Locates fire and fire sources (in order to extinguish source first, if possible).
16. Continually observes and responds to changes in fire conditions while fighting it.
17. Notifies officer in charge and others of new information on conditions (fire conditions, life hazards, and exposures at scene).
18. Makes forced entries into grounds or buildings by climbing walls and fences, cutting locks, chains, hasps, and bolts to gain entry to locked areas; and breaking or cutting doors, windows, walls, or roofs using hand and power tools.
19. Creates ventilation openings by opening or forcing doors and windows using minimum necessary force. When necessary, cuts, or breaks walls and roofs to ventilate building.
20. Upon signal turns top of hydrant with hydrant wrench to charge hose with water.
21. Catches hydrant to lay hose line from hydrant to scene of fire, or secures hose line at scene of fire for reverse lay.
22. Connects either 1 3/4" or 2 1/2" water hose to "Y" connection, Siamese connector, or other apparatus so that additional hose can be laid.
23. Lays single, multiple, split lines of hose.
24. Rolls or folds hose sections for carrying.
25. Carries or drags charged or empty hose lines to fire scene and upstairs or ladders; carries hose that is rolled.
26. Inspects charged hose line and removes kinks, takes up slack and tightens couplings.
27. Pulls hose lines from apparatus and advances to fire scene.
28. Makes and un-makes hose connections to water sources (hydrants, standpipes), to pumps, to nozzles and appliances, and to other hose sections.
29. Loads hose on apparatus.



30. Operates line from heights e.g., rooftop or ladder.
31. Operates line in small spaces (e.g. closets, stairwells, etc.).
32. Enters smoke filled room with hose in hand by crawling on floor, feeling (because usually cannot see) for heat of the fire source.
33. Removes coiled rope and electrical extension cords from engine or truck and takes where needed.
34. Maneuvers, raises, spots, holds, bridges, and lowers straight ladders, extension ladders, roof ladders, attic ladders, and A-frame ladders.
35. Climbs and descends ladders carrying people or equipment, using appropriate safety procedures.
36. Works from ladders (sprays water, chops holes in roof with fire axe, etc.).
37. Operates self-contained breathing apparatus.
38. Operates hose lines with hand nozzles and with master appliances.
39. Locates and operates shut-off valve for gas, electricity, and water.
40. Identifies and covers potential exposures, using direct streams, fog streams, or water curtains.
41. Identifies, removes or protects flammable or hazardous materials at fire scene.
42. Selects appropriate tool or placement of equipment for various firefighting maneuvers.
43. Uses cutting tools (pick head and flathead axe, chainsaw, wire and bolt cutters, cutting torch).
44. Uses pulling and prying tools (pike pole, halligan tool, pry bar).
45. Uses digging tools (shovel, pick).
46. Operates portable generator to produce electrical power; watches and protects from possible overload.
47. Operates power saws (circular, reciprocating, and chain).
48. Removes smoke ejectors from truck and places them in appropriate openings to exhaust heat, smoke, and gases.



49. Removes portable air breathing apparatus and puts on air pack to enter smoke filled buildings.
50. Hoists hose aloft utilizing ropes, rollers, pike poles, or straps.
51. Recognizes areas that should not be opened (ventilation).
52. Watches for electric lines in setting up ladders and directing water stream.
53. Protects nearby exposures to prevent extension of fire.
54. Operates as a member of the team at all times and is prepared to assist and not abandon firefighters in the fire.
55. Climbs or descends ladders while carrying equipment.
56. Selects alternative tools when designated tools or equipment are not available.
57. Makes discharge connection.
58. Systematically searches for trapped persons.
59. Relays orders from officers to other firefighters.
60. Receives and follows orders and instructions from officer at fire scene under conditions of stress, noise, and confusion.
61. Coils, throws, and ties knots in ropes (bowline and variations, square knots, becket or sheet bend, clove hitch, timber hitch, chimney hitch).
62. Hoists and lowers objects using rope, knots, or blocks and tackles.
63. Speaks or signals to driver of apparatus to assist in maneuvering apparatus in close clearance.
64. Recognizes conditions that may lead to back-draft.
65. Carries hose up ladder.
66. Couples gate valve or reducing adapters into hose line.
67. Tests functioning of SCBA.



- 68. Uses SCBA mask with face piece.
- 69. Uses multi-purposes tools (e.g., Halligan, claw tools, ceiling hook, pry bar, crowbar, and various types of axes).
- 70. Extinguishes fire.
- 71. Operates nozzles for straight stream and fog.
- 72. Directs booster line and 1 ¾" hose line, using various grips and body positions.
- 73. Connects adapters and hose line to hydrant or pumper and other type of apparatus.
- 74. Controls and moves into position 2 ½" hose line or takes a back-up position on charged line to control charged line.
- 75. Eliminates fire extension potential by protecting exposures.
- 76. Ventilates building using proper tools and procedures under various fire conditions.
- 77. Uses single purpose tools (e.g., bolt cutter, battery cable puller, hose clamp, hay drag, spanners, salvage covers, and sprinkler plugs, etc.)
- 78. Activates portable type fire extinguishers to direct extinguishing agent onto various classes of fires.

### **III. "POST-FIRE" OPERATIONS, SALVAGE AND OVERHAUL, INVENTORY, RETURN TO STATION**

This duty statement refers to clean up, salvage and protection of civilian and fire department property, inventories and replaces fire department property to apparatus.

- 79. Protects fire department and civilian property from damage; piles furniture, clothing, and other valuables, and covers piled property, walls, floors, and stairways with salvage covers, tarps, and floor runners.
- 80. Carries undamaged furniture from buildings to prevent smoke, fire, and water damage to furniture.
- 81. Carries smoldering mattresses and furniture from buildings to reduce fire and smoke damage to building and contents and note the exact location of where pulling it from.
- 82. Removes water from floors using broom, squeegee, mop and bucket, or water vacuum.
- 83. Wedges or clamps sprinkler heads after fire is extinguished.



- 84. Observes bystanders to protect salvaged property from theft, and identifies any personal property found to officer.
- 85. Locates hidden fire by feeling outside of walls and ceiling. Exposes fire by opening walls, ceilings, floors, furniture, etc.
- 86. Removes fire debris after fire is extinguished using shovel, mop and bucket, broom, and squeegee.
- 87. Locates and identifies equipment used, using checklist or knowledge of equipment and storage locations, and replaces equipment on apparatus (folds up hose, rolls up ropes, power cords; lowers ladders, etc.).
- 88. Follows the proper procedures for shutting off gas and electrical services to specific buildings.
- 89. Demonstrates the basic steps in conducting overhaul of a building involved in firefighting operations.

#### **IV. PERFORMING SPECIAL EMERGENCY OPERATIONS**

This duty statement refers to location and rescue of fire and accident victims.

- 90. Moves heavy objects or materials to gain access to or to free trapped victims or bodies.
- 91. Locates and digs to free victims trapped or unconscious in tunnels, pipes, sewers, excavations, etc.
- 92. Carries or assists conscious, unconscious, or deceased victims down ladder or stairs using drags, slings, cots, scoops, chairs, stretchers, or improvised equipment.
- 93. Hoists and lowers victims using rope.
- 94. Rescues drowning persons using poles, ropes, buoys, and boats.
- 95. Maintains alertness to need for removal of victims from dangerous areas.
- 96. Performs rescues from hazardous area (chemical, gaseous, etc.).
- 97. Responds to aircraft emergencies when assigned to airport duty as a member of the fire and rescue squad.





**V. ACCESSING FIRE SCENES, RESCUING VICTIMS AND PROVIDING FIRST AID AND ASSISTANCE.**

This duty statement refers to carrying, positioning, raising and climbing ladders; removing victims from hazardous areas, coordinating activities with other firefighters; performing emergency treatment using first aid techniques; using ropes to raise and lower tools and equipment and extricating trapped victims.

- 98. Performs various types of manual carries.
- 99. Carries and positions straight ladders using various carries.
- 100. Carries, positions, raises, and locks extension ladders using various carries.
- 101. Raises ladder taking heel or head position.
- 102. Drags victim to safety.
- 103. Climbs ladders, using hand-over-hand method and locks leg around rung while performing duties on ladder.
- 104. Removes obstructions from mouth and administers artificial respiration.
- 105. Examines victim for signs of shock, consciousness, and breathing and determines nature and extent of injury or illness.
- 106. Guides ambulatory victims to safety.
- 107. Uses splints or brace to immobilize possible broken bones or back injury.
- 108. Administers oxygen to victim.
- 109. Applies compressors, gauze bandages, and/or tourniquets to wounds.
- 110. Ties ropes to deluge guns, hose line, tools, and equipment.
- 111. Places patient on stretcher or cot, and covers with disposable blanket.
- 112. Raises and lowers tools and equipment.
- 113. Uses appropriate tools to extricate trapped victims or to enter areas to fight the fire by forcing open windows and doors, stripping molding, doors, and window frames, breaking glass.



114. Treats range of injuries at scene using advanced first aid and emergency care techniques (curtails bleeding, gives first aid to victim of smoke inhalation, shock, burns, heat exhaustion, heat stroke, injuries to bones, joints, muscles; multiple injuries).
115. Administers CPR to victims of heart failure.
116. Keeps first aid materials and equipment ready for use.
117. Calls for MAYDAY when needed.
118. Performs patient assessments.
119. Recognizes and responds to medical alert emblems.
120. Helps calm emotionally distressed persons.
121. Dislodges foreign objects from throat.
122. Moves victim from scene to vehicle by cot, scoop, or chair stretcher.
123. Determines when a victim should be moved.
124. Treats victims of drowning.
125. Treats electrical, diabetic, insulin, and emotional shock.
126. Treats respiratory, circulatory, or nerve poisoning.
127. Checks pulse and respiration of victims to determine whether circulation and respiration are functional.
128. Determines priorities for treatment.
129. Inspects victim for evidence of arterial bleeding.
130. Inspects scene of poisoning or drug overdose to determine nature of problem.
131. Applies AED to people in cardiac arrest.



**VI. FIRE PREVENTION, INSPECTION, CODE ENFORCING ACTIVITIES INCLUDING FALSE ALARMS.**

This duty statement refers to conducting investigations of false alarms; restoring fire alarm boxes to service; inspecting building, recognizing fire hazards and impediments to firefighting; explaining fire code requirements and fire prevention techniques to public; completes appropriate forms.

- 132. Notes tactical information (such as location of exits, etc.) that may assist future operations, such as fighting a fire in the building.
- 133. Informs officer on duty of any unusual conditions during a pre-plan, walk through, etc.

**VII. INSPECTING, TESTING, CLEANING AND MAINTENANCE OF APPARATUS AND EQUIPMENT**

This duty statement refers to testing hose line, fittings, and hydrants for damage and ease of operations; filling cylinders with air or oxygen; maintaining fluid levels in apparatus; inspecting and maintaining tools and equipment.

- 134. Tests hose line nozzle for smoothness and ease of operation with regard to fire standards.
- 135. Tests hose line fittings for damage (e.g., jammed threads, fitting collars, or spanner rings).
- 136. Replaces SCBA cylinder.
- 137. Checks, tests, and maintains equipment stored in apparatus compartments.
- 138. Cleans, waxes, and polishes fire apparatus and removes dirt, mud, grease, oil, and soot to maintain appearance and inspect for damage.
- 139. Tests and inspects mounted electrical generators.
- 140. Cleans, dries, inspects, and properly secures stretchers, litters, and resuscitator equipment, and replaces used first aid supplies and equipment.
- 141. Cleans, dries, inspects, and properly secures rescue equipment such as power saws, hydraulic extrication tools, pneumatic air drill, etc.
- 142. Cleans, dries, inspects and properly secures firefighting and salvage equipment assigned to apparatus (ladders, hand tools, portable breathing equipment, ropes and tackle, ventilation fans, extinguishers, salvage covers and runners; hose appliances, nozzles, and extra hose couplings; leather straps and belts; coats, hats, and boots, etc.).
- 143. Cleans, dries, and inspects oxygen or compressed air tanks.





- 144. Washes, inspects, and reloads hose on the engine.
- 145. Cleans and inspects SCBA: airhose, air level (p.s.i.) in cylinders, alarm bells, and by-pass safety device, etc.

**VIII. FIRE/ARSON INVESTIGATIONS.**

This duty statement refers to the thoroughness and quality of fire/arson investigating activities.

- 146. Assists in preserving evidence of arson.

**IX. TRAINING ACTIVITIES, PREPLANNING AND PREPARING FOR FIRES; CONDUCTING AND PARTICIPATING IN DRILLS**

This duty statement refers to the preparation and interest a firefighter demonstrates in training (both self-taught and formal).

- 147. Participates in department academy prior to service.
- 148. Attends daily or periodic training sessions in station; listens to/participates in discussions and demonstrations.
- 149. Participates in physical training workouts.
- 150. Reads and studies fire firefighting training materials on an individual basis (including advanced and technical firefighting manuals); keeps up to date on pertinent information related to firefighting.
- 151. Studies lessons and makes other preparations in advance of drills.
- 152. Observes and repeats procedures demonstrated by instructor.
- 153. Participates in critical evaluations of each fire and response to it upon return to station.
- 154. Learns location and purpose of all equipment.
- 155. Learns structural components of buildings.
- 156. Becomes knowledgeable of special equipment supplied only to specific units.
- 157. Learns precautions to be observed in use of tools.
- 158. Places firefighting clothes and equipment in readiness.



- 159. Studies direct routes, location of streets, and hydrants in station area.
- 160. Takes tests.
- 161. Studies basic laws and regulations pertaining to firefighting.
- 162. Learns effects of special adverse conditions on the firefighting operation.
- 163. Learns fire ground operations.
- 164. Learns hydraulic chart (how to use and apply).
- 165. Learns and practices procedures for special emergencies (e.g., chlorine leaks, cave-ins).
- 166. Practices firefighting operations with full firefighting clothing and equipment.
- 167. Practices procedures individually or in small groups to acquire or maintain proficiency.

**X. GENERAL MANAGEMENT, ADMINISTRATION, HOUSEWATCH, AND RELATED FIREHOUSE DUTIES**

- 168. Straightens up quarters and cleans floors, walls, etc.
- 169. Locks station doors and windows and secures valuable items from theft, vandalism, and damage at the station.
- 170. Speaks with firefighters on other shifts to receive information regarding previous day's activities.
- 171. Interacts informally with other members of shift for prolonged periods, under conditions of monotony and of extreme stress.
- 172. Stores equipment and supplies received.
- 173. Changes linens and makes own bed.
- 174. Reports and prepares for duty on time.
- 175. Maintains proper attire.



- 176. Keeps officer-in-charge informed of any conditions requiring his/her attention (e.g., weather conditions).
- 177. Cleans and waxes apparatus.
- 178. Cleans all rooms in station house, washes windows, waxes floors, cleans floors and driveway.
- 179. Presents him/herself in an acceptable condition to the officer-in-charge.
- 180. Displays firefighting equipment according to standards established and acceptable to officer-in-charge.
- 181. Cleans equipment, fixtures, and furnishing in station house.
- 182. Washes dirty hose.
- 183. Assists in a training activity.
- 184. Works as a team member in a training activity.
- 185. Follows instructions and assignments of officers.
- 186. Uses spanner wrench to tighten or loosen threaded couplings.
- 187. Greets visitors and fire officials at the station.

#### **XI. PUBLIC RELATIONS/COMMUNITY ACTIVITIES**

This duty statement refers to the interpersonal qualities exhibited by a firefighter when dealing with the general public, and the willingness in which the firefighter engages in community relations activities.

- 188. Assists with fire station tours and explaining of apparatus and equipment.
- 189. Answers telephone and refers questions to an officer.
- 190. Answers questions regarding fire prevention methods and common fire hazards.
- 191. Makes public service calls.
- 192. Assists visitors who seek help.



**G. Administration of SAO Inventory**

On April 4<sup>th</sup>, 2013, the skills, abilities, and other characteristics (SAOs) for the rank of Entry-Level Firefighter were rated by SMEs. A total of ten (10) SMEs rated the SAO inventory. Table 5 shows the SMEs participating in the SAO rating session. The biographical data for these SMEs is presented in Table 6. Appendix C presents the rating instructions and the SAO List, and Appendix D presents the SAO Rating Form used.

**TABLE 5: SUBJECT MATTER EXPERTS THAT PARTICIPATED IN SAO RATINGS**

Lieutenant Larry Aranda  
Specialist (driver) Aimee Beasley  
Firefighter Julie Brooks Muegge  
Lieutenant Randall Elmore  
Battalion Chief Reve Garza  
Battalion Chief Mark Klaus  
Captain Josh Portie  
Firefighter Kevin Shaler  
Battalion Chief Thayer Smith  
Captain Thomas Vocke

Data from the SAO inventory ratings were compiled and analyzed in the offices of Morris & McDaniel, Inc. The SAO List package for Entry-Level Firefighter is shown in Appendix C.

The SAOs were rated in relation to the job on the following four categories:

- 1) How important is the SAO for performing your job effectively?
  - Not important
  - Of little importance
  - Of some importance
  - Important
  - Very important
  - Extremely important
- 2) When is the SAO learned?
  - Before assignment to this job (pre-training)
  - After assignment to this job (post-training)
- 3) How long does it take to learn and become proficient at the skill or ability?
  - A brief orientation period (a few hours)
  - A longer orientation period (more than few hours)
- 4) To what extent do different levels of the SAO distinguish the superior from the average worker (compared with the other SAOs)?
  - Very little or none
  - To some extent
  - To a great extent
  - To a very great extent
  - To an extremely great extent

The SAOs were rated on the form presented in Appendix D to determine which were appropriate for selection testing purposes.



**TABLE 6: SUMMARY OF BIOGRAPHICAL DATA ON SMEs (SAO RATING SESSION)**

<b>Gender</b>	<b>Ethnicity</b>	<b>Education</b>	<b>Current Rank</b>	<b>Total Length of Service in Department</b>	<b>Total Length of Service in Current Position</b>
Male	African American	2-year college degree	Firefighter	10 or more years	10 or more years
Male	Caucasian	Some college courses	Battalion Chief	10 or more years	More than 2 years but less than 5 years
Male	Hispanic	High school diploma	Lieutenant	10 or more years	10 or more years
Male	Caucasian	4-year college degree	Captain	10 or more years	More than 6 months but less than 2 years
Male	Caucasian	2-year college degree	Battalion Chief	10 or more years	More than 2 years but less than 5 years
Male	Caucasian	Some college courses	Captain	10 or more years	Less than 6 months
Male	Hispanic	High school diploma	Battalion Chief	10 or more years	10 or more years
Male	African American	2-year college degree	Lieutenant	10 or more years	More than 2 years but less than 5 years
Female	Caucasian	Some college courses	Specialist (driver)	10 or more years	More than 2 years but less than 5 years
Female	Caucasian	Post-graduate degree	Firefighter	More than 5 years but less than 10 years	More than 5 years but less than 10 years



#### **H. Analysis of SAO Inventory Ratings**

The SME ratings of each SAO on each of the categories were performed. For a SAO to be included as an important component of the Entry-Level Firefighter position, the SAO had to be rated as follows by the SMEs: **1)** important, very important or extremely important to performing the job effectively; **2)** learned before assignment to the job; **3)** longer than a brief orientation period; **4)** distinguishes performance to a great, very great or extremely great extent; **5)** two-thirds (2/3) of the raters had to agree for a SAO to be retained.

The SME ratings are summarized in Appendix F. A list of the SAOs that were retained after the review can be found in Table 7.



**TABLE 7: SAO LIST MEETING TEST CRITERIA**

**Skills:**

1. Active Learning: Understanding the implications of new information for both current and future problem-solving and decision-making.
2. Active Listening: Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
3. Decision Making (Complex Problem Solving): Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
4. Coordination: Adjusting actions in relation to others' actions.
5. Critical Thinking: Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
6. Judgment and Decision Making: Considering the relative costs and benefits of potential actions to choose the most appropriate one.
7. Service Orientation: Actively looking for ways to help people; Ability to recognize and respond to the needs of private citizens and others, and to provide help and assistance.
8. Social Perceptiveness: Being aware of others' reactions and understanding why they react as they do.
9. Time Management: Managing one's own time and the time of others.
10. Troubleshooting: Determining causes of operating errors and deciding what to do about it.



**Abilities:**

1. Oral Comprehension: Ability to listen to and understand information and ideas presented (in English) through spoken words and sentences.
2. Oral Communication (Oral Expression & Speaking): Ability to communicate information and ideas in speaking (in English) so others will understand; talking to others to convey information effectively.
3. Reading Comprehension (Written Comprehension): Ability to read and understand information and ideas presented (in English) in work related documents and other written materials.
4. Deductive Reasoning: Ability to apply general rules to specific problems to produce answers that make sense.
5. Inductive Reasoning: Ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
6. Information Ordering: Ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
7. Problem Identification & Analysis (Problem Sensitivity): Ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
8. Memorization: Ability to remember information such as words, numbers, pictures, and procedures.
9. Flexibility of Closure (Observational Judgment): Ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.
10. Perceptual Speed: Ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object. Some examples include comparing information on placards, charts, hazardous material sheets.
11. Speed of Closure: Ability to quickly make sense of, combine, and organize information into meaningful patterns.
12. Mathematical Reasoning: Ability to choose the right mathematical methods or formulas to solve a problem.
13. Number Facility: Ability to add, subtract, multiply, or divide quickly and correctly.



14. Selective Attention: Ability to concentrate on a task over a period of time without being distracted.
15. Spatial Orientation: Ability to know your location in relation to the environment or to know where other objects are in relation to you. Firefighters need to know the relative position of their body parts or their location in a building when visibility is limited because of smoke.
16. Visualization: Ability to imagine how something will look after it is moved around or when its parts are moved or rearranged. Being able to mentally picture a floor plan will help a firefighter overcome obstacles or changes they encounter making entry into a structure.



**Other Characteristics:**

1. **Associative Memory:** Recalling or reproducing items of information arbitrarily paired. Item groupings have no obvious relationship between them of a pair and no logical way of getting from item to the other except by memorization. Firefighters use associative memory to learn signal codes, the interpretation of fire conditions (fumes, color of smoke), the numeric identifiers of hazardous material classes (#8 is Corrosive).
2. **Respect for Authority:** Ability to accept supervision.
3. **Compliance:** Willingness to accept supervision, including criticism, without becoming argumentative or defensive.
4. **Flexibility:** Ability to adapt behavior to rapidly changing conditions, based on the nature of the situation encountered (think on one's feet).
5. **Integrity:** Acts in an honest, fair, and ethical manner, in both actions and words which causes a person to do the right thing, even if no one else will know; Avoids criminal acts, conflicts of interest, or the appearance of the same.
6. **Mechanical Reasoning:** Mechanical reasoning, also known as mechanical aptitude, is measured by the degree of familiarity with everyday physical objects, tools, and devices, especially their function, use, size, shape, weight, and appearance. Firefighters need to understand how certain tools and pieces of equipment work. They must be able to operate pumps and other complicated equipment and position ladders safely.
7. **Memory for Ideas:** Recalling the essence of previously studied material (e.g., the main point or topic of a paragraph). Rote recall of this material (e.g., specific words or sentences) is not required. Responses may be either written or oral.
8. **Observation/Vigilance:** Ability to recognize information which is incomplete, false, inconsistent or illogical.
9. **Request Assistance:** Willingness to seek assistance from a co-worker or supervisor when one's own resources are exceeded.
10. **Risk Assessment (Spatial Scanning):** Necessitates rapid visual exploration of a wide or complicated spatial field in order to foresee consequences for each step taken. May be considered visual planning. Selecting the one best series of steps from all possible steps to be taken to achieve a given goal. Firefighters use spatial scanning conducting a size-up of a fire or when identifying an exit if a route becomes blocked. Both examples involve rapid scanning of a scene, mentally following paths, and quickly rejecting false leads.
11. **Stress – Performance:** Ability to remember and recall incidents upon questioning under stressful conditions (for example, when giving testimony).



12. Stress Tolerance: Ability to maintain control of personal reactions and impulses while taking charge of or handling a disagreeable or dangerous situation.
13. Teamwork and Cooperation: Ability to work with people and agencies over whom you have or do not have control to work toward a common goal.
14. Tolerance – Unpredictability: Ability to accept unplanned changes to work schedules or priorities.
15. Work Ethic: Ability to be productive, diligent, conscientious, timely, and loyal; Ability to be self-disciplined and self-motivated
16. Rule Compliance: Ability and willingness to adhere to workplace rule, policies and procedures.
17. Work-related substance abuse & risk-taking: Ability to avoid influence of substances that impair one's ability to perform the job accurately, efficiently, or safely; Avoids high-risk behaviors.
18. Tolerance – Diversity: Ability to work cooperatively with others who are different from one's self (e.g., gender, race/ethnicity, sexual orientation, religious beliefs, disability).
19. Tenure: Ability to make and maintain a long-term employment commitment.
20. Discipline: Ability to avoid disciplinary or other censorship actions.
21. Initiative: Ability to anticipate the need for action, offers or volunteers assistance before being asked.
22. Multi-Tasking: Ability to shift between multiple tasks rapidly; Ability to maintain attention on more than one task simultaneously.
23. Self-Confidence: Capacity to believe in one's ability to achieve a goal; Persists in goal-directed behavior in the face of initially failed attempts.



**I. Conclusion**

Lists of tasks and skills, abilities, and other characteristics (SAOs) were developed by Morris & McDaniel, Inc. These lists (task list and SAO list) included data from the Department. These lists were edited and rated by subject matter experts (SMEs) from the Department. The SME panel agreed that many of the lists were relevant for the job of Entry-Level Firefighter. The two-thirds level of agreement, where 2/3 of the raters had to agree for the task or SAO to be retained, was used to determine task and SAO importance, to designate tasks and SAOs that met test criteria, and to decide which should be retained for further study.



## **APPENDIX A**

### ***TASK RATING INSTRUCTIONS AND TASK LIST***



## INSTRUCTIONS

We are conducting a study to identify the specific tasks performed by employees assigned to the Entry Level Firefighter position, and to identify the skills, abilities and other characteristics (SAOs) required to perform the tasks that you determine to be important for this position. We are asking for your help in giving us the information we need. You were selected because you are a "Job Expert" in the sense that you know enough about this job to provide the required information. The technical term for this expertise is Subject-Matter Expert (**SME**). Knowledge of the content of the job makes one a Job Expert for purposes of this study.

A job analysis will benefit the Fire Service and each member of its staff by providing the foundation of a fair and valid process by which new Firefighters are selected. The better the information you and other Job Experts provide the more solid that foundation will be. This questionnaire asks you to review a set of tasks and rate them on scales that will identify the degree of each task's importance.

The questions should be answered from one of the following points of view by each participant: **If you currently hold this position:** Complete the Booklet as if it is asking, "What do you do on this job?" **If you supervise or used to supervise employees who hold this position:** Complete this Booklet as if it is asking, "What are the tasks carried out by employees who hold this job?"

You should have the following: 1) a Task List and 2) a Rating Form. In order to make your ratings, read a task statement from the Task List and then place the appropriate number in the column which represents your response on the Rating Form.

First, take some time to review each duty statement and the task clusters under each duty statement. As we go through the ratings please let us know if you believe that the task is properly placed in a cluster or if it should be moved to another cluster. These clusters have been created by experienced job analysts from our firm and from Job Experts from other departments, but each department is different and we want to tailor the task list to best fit the targeted job in this department. Later, you will be asked to review Skills, Abilities and other characteristics (SAOs) that have been derived from this task list and deemed important for performing these tasks by job analysts and other SMEs. However, we want your assistance in making sure that the SAOs are the important SAOs needed to perform the tasks that you have determined to be important.

### THE FIRST SCALE ASKS:

**In general, how often do you perform this task? (If you are a Job Expert but not currently a Firefighter the question is, In general, how often do Firefighters perform this task on average?)**

The response choices are:

- 0 – Never \*
- 1 – Annually or less often
- 2 – Quarterly (approx. 4 times/year)
- 3 – Monthly (approx. 1 time/month)
- 4 – Weekly (approx. 1 time/week)
- 5 – Semi-Weekly (approx. 2 to 6 times/week)
- 6 – Daily (approx. 1 to 6 times/day)

Rate each task according to the frequency with which the task is performed.

**Place the appropriate number in the column which represents your response.**

\* If you (Firefighters) never perform a particular task, there is no reason to rate the next scale for that task.



**THE SECOND SCALE ASKS:**

How important is this task for performing your (the Firefighter's) job effectively?

- 0 – Not Important**
- 1 – Of Little Importance**
- 2 – Of Some Importance**
- 3 – Important**
- 4 – Very Important**
- 5 – Extremely Important**

**Place the appropriate number in the column which represents your response.**

**Please note:** It is unlikely that all tasks will be determined important to the job.

The following categories must be marked in order for that task to be determined among the tasks designated as most ***important in the Firefighter job***:

For the first scale, which asks the frequency of task performance, tasks must be rated as a **1** or higher for the task to be considered ***important***.

For the second scale, which asks the importance of tasks, tasks must be rated **3** or higher for the task to be considered ***important***.

This is not in any way meant to suggest that you answer in a certain manner, but it is important that you understand the impact of your responses.





**2013 AUSTIN FIRE DEPARTMENT  
FIRE CADET/FIREFIGHTER  
TASK LIST**

***Assuming successful completion of the fire academy:***

**I. RESPONDING TO ALARMS (RECEIVING, PROCESSING, AND TRANSMITTING ALARMS)**

This duty statement refers to all activities involved with receiving, responding, and transmitting alarms.

1. Correctly dons protective clothing.
2. Identifies and demonstrates knowledge of geographic locations assigned for first alarm response.

**II. FIREFIGHTING AND EXTINGUISHING OPERATIONS**

This duty statement refers to putting hose line in service and controlling and operating hose to extinguish fire or reduce its intensity; uses ropes and specialized hand tools and equipment to enter and to fight the fire.

3. Assesses material and color of smoke to ascertain what is burning. Responds with appropriate extinguishing agent
4. Responds to orders given with visual signals.
5. Examines fire structure for any signs of fire extension.
6. Cuts off fire extension.
7. Determines if position is safe by assessing stability of supporting surfaces, roof, floor, etc.
8. Performs search operations.
9. Exits apparatus with hydrant wrench and supply line(s).
10. Notifies occupants to vacate premises.
11. Removes persons from entrapments in building.
12. Drags victims by holding below arms or carrying to ambulance, or other emergency vehicle to assist emergency medical personnel.
13. Carries persons via ladder and/or stairs.
14. Connects hose to hydrant (wraps hose around hydrant once and steps on hose with foot; watches that hose comes off engine easily as it moves down street; when engine stops, unscrews hydrant cap with hydrant wrench and screws hose connection to hydrant).
15. Locates fire and fire sources (in order to extinguish source first, if possible).
16. Continually observes and responds to changes in fire conditions while fighting it.



17. Notifies officer in charge and others of new information on conditions (fire conditions, life hazards, and exposures at scene).
18. Makes forced entries into grounds or buildings by climbing walls and fences, cutting locks, chains, hasps, and bolts to gain entry to locked areas; and breaking or cutting doors, windows, walls, or roofs using hand and power tools.
19. Creates ventilation openings by opening or forcing doors and windows using minimum necessary force. When necessary, cuts, or breaks walls and roofs to ventilate building.
20. Upon signal turns top of hydrant with hydrant wrench to charge hose with water.
21. Catches hydrant to lay hose line from hydrant to scene of fire, or secures hose line at scene of fire for reverse lay.
22. Connects either 1 3/4" or 2 1/2" water hose to "Y" connection, Siamese connector, or other apparatus so that additional hose can be laid.
23. Lays single, multiple, split lines of hose.
24. Rolls or folds hose sections for carrying.
25. Carries or drags charged or empty hose lines to fire scene and up stairs or ladders; carries hose that is rolled.
26. Inspects charged hose line and removes kinks, takes up slack and tightens couplings.
27. Pulls hose lines from apparatus and advances to fire scene.
28. Makes and un-makes hose connections to water sources (hydrants, standpipes), to pumps, to nozzles and appliances, and to other hose sections.
29. Loads hose on apparatus.
30. Operates line from heights e.g., rooftop or ladder.
31. Operates line in small spaces (e.g. closets, stairwells, etc.).
32. Enters smoke filled room with hose in hand by crawling on floor, feeling (because usually cannot see) for heat of the fire source.
33. Removes coiled rope and electrical extension cords from engine or truck and takes where needed.
34. Maneuvers, raises, spots, holds, bridges, and lowers straight ladders, extension ladders, roof ladders, , attic ladders, and A-frame ladders.
35. Climbs and descends ladders carrying people or equipment, using appropriate safety procedures.
36. Works from ladders (sprays water, chops holes in roof with fire axe, etc).
37. Operates self contained breathing apparatus..



38. Operates hose lines with hand nozzles and with master appliances.
39. Locates and operates shut-off valve for gas, electricity, and water.
40. Identifies and covers potential exposures, using direct streams, fog streams, or water curtains.
41. Identifies, removes or protects flammable or hazardous materials at fire scene.
42. Selects appropriate tool or placement of equipment for various firefighting maneuvers.
43. Uses cutting tools (pick head and flathead axe, chainsaw, wire and bolt cutters, , cutting torch).
44. Uses pulling and prying tools (pike pole, halligan tool, pry bar).
45. Uses digging tools (shovel, pick).
46. Operates portable generator to produce electrical power; watches and protects from possible overload.
47. Operates power saws (circular, reciprocating, and chain).
48. Removes smoke ejectors from truck and places them in appropriate openings to exhaust heat, smoke, and gases.
49. Removes portable air breathing apparatus and puts on air pack to enter smoke filled buildings.
50. Hoists hose aloft utilizing ropes, rollers, pike poles, or straps.
51. Determines areas that should not be opened (e.g., path of travel or escape).
52. Watches for electric lines in setting up ladders and directing water stream.
53. Protects nearby exposures to prevent extension of fire.
54. Operates as a member of the team at all times and is prepared to assist and not abandon firefighters in the fire.
55. Climbs or descends ladders while carrying equipment.
56. Selects alternative tools when designated tools or equipment are not available.
57. Makes discharge connection.
58. Systematically searches for trapped persons.
59. Relays orders from officers to other firefighters.
60. Receives and follows orders and instructions from officer at fire scene under conditions of stress, noise, and confusion.
61. Coils, throws, and ties knots in ropes (bowline and variations, square knots, becket or sheet bend, clove hitch, timber hitch, chimney hitch).



62. Hoists and lowers objects using rope, knots, or blocks and tackles.
63. Speaks or signals to driver of apparatus to assist in maneuvering apparatus in close clearance.
64. Recognizes conditions that may lead to back-draft.
65. Carries hose up ladder.
66. Couples gate valve or reducing adapters into hose line.
67. Tests functioning of Scott-Pak.
68. Uses Scott-Pak mask with harness.
69. Uses multi-purposes tools (e.g., Halligan, claw tools, ceiling hook, pry bar, crowbar, and various types of axes).
70. Extinguishes fire.
71. Operates nozzles for straight stream and fog.
72. Directs booster line and 1 ¾" hose line, using various grips and body positions.
73. Connects adapters and hose line to hydrant or pumper and other type of apparatus.
74. Controls and moves into position 2 ½" hose line or takes a back-up position on charged line to control charged line.
75. Eliminates fire extension potential by protecting exposures.
76. Ventilates building using proper tools and procedures under various fire conditions.
77. Uses single purpose tools (e.g., bolt cutter, battery cable puller, hose clamp, hay drag, spanners, salvage covers, and sprinkler plugs, etc.)
78. Activates portable type fire extinguishers to direct extinguishing agent onto various classes of fires.
- III. "POST-FIRE" OPERATIONS, SALVAGE AND OVERHAUL, INVENTORY, RETURN TO STATION**  
This duty statement refers to clean up, salvage and protection of civilian and fire department property, inventories and replaces fire department property to apparatus.
79. Protects fire department and civilian property from damage; piles furniture, clothing, and other valuables, and covers piled property, walls, floors, and stairways with salvage covers, tarps, and floor runners.
80. Carries undamaged furniture from buildings to prevent smoke, fire, and water damage to furniture.
81. Carries smoldering mattresses and furniture from buildings to reduce fire and smoke damage to building and contents.
82. Removes water from floors using broom, squeegee, mop and bucket, or water vacuum.





- 83. Wedges or clamps sprinkler heads after fire is extinguished.
- 84. Observes bystanders to protect salvaged property from theft, and identifies any personal property found to officer.
- 85. Locates hidden fire by feeling outside of walls and ceiling. Exposes fire by opening walls, ceilings, floors, furniture, etc.
- 86. Removes fire debris after fire is extinguished using shovel, mop and bucket, broom, and squeegee.
- 87. Locates and identifies equipment used, using checklist or knowledge of equipment and storage locations, and replaces equipment on apparatus (folds up hose, rolls up ropes, power cords; lowers ladders, etc).
- 88. Follows the proper procedures for shutting off gas and electrical services to specific buildings.
- 89. Demonstrates the basic steps in conducting overhaul of a building involved in fire fighting operations.

#### **IV. PERFORMING SPECIAL EMERGENCY OPERATIONS**

This duty statement refers to location and rescue of fire and accident victims.

- 90. Moves heavy objects or materials to gain access to or to free trapped victims or bodies.
- 91. Locates and digs to free victims trapped or unconscious in tunnels, pipes, sewers, excavations, etc.
- 92. Carries or assists conscious, unconscious, or deceased victims down ladder or stairs using drags, slings, cots, scoops, chairs, stretchers, or improvised equipment.
- 93. Hoists and lowers victims using rope.
- 94. Rescues drowning persons using poles, ropes, buoys, and boats.
- 95. Maintains alertness to need for removal of victims from dangerous areas.
- 96. Performs rescues from hazardous area (chemical, gaseous, etc.).
- 97. Responds to aircraft emergencies when assigned to airport duty as a member of the fire and rescue squad.

#### **V. ACCESSING FIRE SCENES, RESCUING VICTIMS AND PROVIDING FIRST AID AND ASSISTANCE.**

This duty statement refers to carrying, positioning, raising and climbing ladders; removing victims from hazardous areas, coordinating activities with other firefighters; performing emergency treatment using first aid techniques; using ropes to raise and lower tools and equipment and extricating trapped victims.

- 98. Performs various types of manual carries.
- 99. Carries and positions straight ladders using various carries.
- 100. Carries, positions, raises, and locks extension ladders using various carries.



101. Raises ladder taking heel and head position.
102. Drags victim to safety.
103. Climbs ladders, using hand-over-hand method and locks leg around rung while performing duties on ladder.
104. Removes obstructions from mouth and administers artificial respiration.
105. Examines victim for signs of shock, consciousness, and breathing and determines nature and extent of injury or illness.
106. Guides ambulatory victims to safety.
107. Uses splints or brace to immobilize possible broken bones or back injury.
108. Administers oxygen to victim.
109. Applies compressors, gauze bandages, and/or tourniquets to wounds.
110. Ties ropes to deluge guns, hose line, tools, and equipment.
111. Places patient on stretcher or cot, and covers with disposable blanket.
112. Raises and lowers tools and equipment.
113. Uses appropriate tools to extricate trapped victims or to enter areas to fight the fire by forcing open windows and doors, stripping molding, doors, and window frames, breaking glass.
114. Treats range of injuries at scene using advanced first aid and emergency care techniques (curtails bleeding, gives first aid to victim of smoke inhalation, shock, burns, heat exhaustion, heat stroke, injuries to bones, joints, muscles; multiple injuries).
115. Administers CPR to victims of heart failure.
116. Keeps first aid materials and equipment ready for use.
117. Calls for MAYDAY when needed.
118. Performs patient assessments.
119. Recognizes and responds to medical alert emblems.
120. Helps calm emotionally distressed persons.
121. Dislodges foreign objects from throat.
122. Moves victim from scene to vehicle by cot, scoop, or chair stretcher.
123. Determines when a victim should be moved.



- 124. Treats victims of drowning.
- 125. Treats electrical, diabetic, insulin, and emotional shock.
- 126. Treats respiratory, circulatory, or nerve poisoning.
- 127. Checks pulse and respiration of victims to determine whether circulation and respiration are functional.
- 128. Determines priorities for treatment.
- 129. Inspects victim for evidence or arterial bleeding or poisoning.
- 130. Inspects scene of poisoning or drug overdose to determine nature of problem.
- 131. Applies AED to people in cardiac arrest.

**VI. FIRE PREVENTION, INSPECTION, CODE ENFORCING ACTIVITIES INCLUDING FALSE ALARMS.**

This duty statement refers to conducting investigations of false alarms; restoring fire alarm boxes to service; inspecting building, recognizing fire hazards and impediments to firefighting; explaining fire code requirements and fire prevention techniques to public; completes appropriate forms.

- 132. Notes tactical information (such as location of exits, etc.) that may assist future operations, such as fighting a fire in the building.
- 133. Informs officer on duty of any unusual conditions during a pre-plan, walk through, etc.

**VII. INSPECTING, TESTING, CLEANING AND MAINTENANCE OF APPARATUS AND EQUIPMENT**

This duty statement refers to testing hose line, fittings, and hydrants for damage and ease of operations; filling cylinders with air or oxygen; maintaining fluid levels in apparatus; inspecting and maintaining tools and equipment.

- 134. Tests hose line nozzle for smoothness and ease of operation with regard to fire standards.
- 135. Tests hose line fittings for damage (e.g., jammed threads, fitting collars, or spanner rings).
- 136. Replaces SCBA cylinder.
- 137. Checks, tests, and maintains equipment stored in apparatus compartments.
- 138. Cleans, waxes, and polishes fire apparatus and removes dirt, mud, grease, oil, and soot to maintain appearance and inspect for damage.
- 139. Tests and inspects mounted electrical generators.
- 140. Cleans, dries, inspects, and properly secures stretchers, litters, and resuscitator equipment, and replaces used first aid supplies and equipment.
- 141. Cleans, dries, inspects, and properly secures rescue equipment such as power saws, hydraulic extrication tools, pneumatic air drill, etc.



- 142. Cleans, dries, inspects and properly secures firefighting and salvage equipment assigned to apparatus (ladders, hand tools, portable breathing equipment, ropes and tackle, ventilation fans, extinguishers, salvage covers and runners; hose appliances, nozzles, and extra hose couplings; leather straps and belts; coats, hats, and boots, etc.).
- 143. Cleans, dries, and inspects oxygen or compressed air tanks.
- 144. Washes, inspects, and reloads hose on the engine.
- 145. Cleans and inspects SCBA: air hose, air level (p.s.i.) in cylinders, alarm bells, and by-pass safety device, etc.

**VIII. FIRE/ARSON INVESTIGATIONS.**

This duty statement refers to the thoroughness and quality of fire/arson investigating activities.

- 146. Assists in preserving evidence of arson.

**IX. TRAINING ACTIVITIES, PREPLANNING AND PREPARING FOR FIRES; CONDUCTING AND PARTICIPATING IN DRILLS**

This duty statement refers to the preparation and interest a firefighter demonstrates in training (both self-taught and formal).

- 147. Participates in department academy prior to service.
- 148. Attends daily or periodic training sessions in station; listens to/participates in discussions and demonstrations.
- 149. Participates in physical training workouts.
- 150. Reads and studies fire firefighting training materials on an individual basis (including advanced and technical firefighting manuals); keeps up to date on pertinent information related to firefighting.
- 151. Studies lessons and makes other preparations in advance of drills.
- 152. Observes and repeats procedures demonstrated by instructor.
- 153. Participates in critical evaluations of each fire and response to it upon return to station.
- 154. Learns location and purpose of all equipment.
- 155. Learns structural components of buildings.
- 156. Becomes knowledgeable of special equipment supplied only to specific units.
- 157. Learns precautions to be observed in use of tools.
- 158. Places firefighting clothes and equipment in readiness.
- 159. Studies direct routes, location of streets, and hydrants in station area.
- 160. Takes tests.





- 161. Studies basic laws and regulations pertaining to firefighting.
- 162. Learns effects of special adverse conditions on the firefighting operation.
- 163. Learns fire ground operations.
- 164. Learns hydraulic formulas.
- 165. Learns and practices procedures for special emergencies (e.g., chlorine leaks, cave-ins, subway fires).
- 166. Practices firefighting operations with full firefighting clothing and equipment.
- 167. Practices procedures individually or in small groups to acquire or maintain proficiency.

**X. GENERAL MANAGEMENT, ADMINISTRATION, HOUSEWATCH, AND RELATED FIREHOUSE DUTIES**

- 168. Straightens up quarters and cleans floors, walls, etc.
- 169. Locks station doors and windows and secures valuable items from theft, vandalism, and damage at the station.
- 170. Speaks with firefighters on other shifts to receive information regarding previous day's activities.
- 171. Interacts informally with other members of shift for prolonged periods, under conditions of monotony and of extreme stress.
- 172. Stores equipment and supplies received.
- 173. Changes linens and makes own bed.
- 174. Reports and prepares for duty on time.
- 175. Maintains proper attire.
- 176. Keeps officer-in-charge informed of any conditions requiring his/her attention (e.g., weather conditions).
- 177. Cleans and waxes apparatus.
- 178. Cleans all rooms in station house, washes windows, waxes floors, cleans floors and driveway.
- 179. Presents him/herself in an acceptable condition to the officer-in-charge.
- 180. Displays firefighting equipment according to standards established and acceptable to officer-in-charge.
- 181. Cleans equipment, fixtures, and furnishing in station house.
- 182. Washes dirty hose.



- 183. Assists in a training activity.
- 184. Works as a team member in a training activity.
- 185. Follows instructions and assignments of officers.
- 186. Uses spanner wrench to tighten or loosen threaded couplings.
- 187. Greets visitors and fire officials at the station.

**XI. PUBLIC RELATIONS/COMMUNITY ACTIVITIES**

This duty statement refers to the interpersonal qualities exhibited by a firefighter when dealing with the general public, and the willingness in which the firefighter engages in community relations activities.

- 188. Assists with fire station tours and explaining of apparatus and equipment.
- 189. Answers telephone and refers questions to an officer.
- 190. Answers questions regarding fire prevention methods and common fire hazards..
- 191. Makes non-emergency courtesy calls.
- 192. Assists visitors who seek help.



**APPENDIX B**

***TASK RATING FORM***

Task Rating Form		
Task Number	How often do you perform this task?	How important is this task for performing your job effectively?
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)	0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important
Place the appropriate number which represents your response.		
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## **APPENDIX C**

### ***SAO RATING ISNTRUCTIONS AND SAO LIST***

## INSTRUCTIONS

We are conducting a study to identify the specific tasks performed by employees assigned to the Entry Level Firefighter position, and to identify the skills, abilities and other characteristics (SAOs) that would be required to perform the tasks that are important for that position. We are asking for your help in giving us the information we need. You were selected because you are a "job expert" in the sense that you know enough about this job to answer the questions. The technical term for this expertise is Subject-Matter Expert (**SME**). Knowledge of the content of the job makes one a Job Expert for purposes of this study.

The questions should be answered from one of the following points of view by each participant: **If you currently hold this position:** Complete the Booklet as if it is asking, "What do you do on this job?" **If you supervise or used to supervise employees who hold this position:** Complete this Booklet as if it is asking, "What is expected of employees who hold this job?"

You should have the following: 1) a SAO List; 2) a Rating Form; and 3) a list of the tasks that you have previously rated and determined to be important. In order to make your ratings, read each SAO from the list and then place the appropriate number in the column which represents your response on the Rating Form.

Before we begin the ratings, please look over the list of SAOs that the job analysts from our firm and other SMEs created and determine if you agree these are the SAOs that are required to perform the tasks that you have in front of you, and that you previously reviewed, rated and determined to be the important to the job of Firefighter. Please take some time to do this now.

### THE FIRST SCALE ASKS:

**How important is this SAO for performing your job effectively?**

The six response choices are:

- 0 – Not Important
- 1 – Of Little Importance
- 2 – Of Some Importance
- 3 – Important
- 4 – Very Important
- 5 – Extremely Important

**Place the appropriate number in the column which represents your response.**

\* If you rate the SAO as **Not Important**, there is no reason to rate any of the subsequent scales for that SAO.



**THE SECOND SCALE ASKS:**

**When is this SAO learned or acquired?**

The two response choices are:

**0 - After assignment to this job (post-training)**

**1 - Before assignment to this job (pre-training)**

It is important to differentiate between these two options so that SAO's may be assigned properly to a training status or designated for use in selecting new Firefighters. .

SAOs learned after training and assignment to the job may include such areas as information related to specific tasks that are special to that job. SAOs learned or acquired before assignment to the job, and before training, may include such things as the ability to communicate effectively or the ability to read job manuals.

**Place the appropriate number in the column which represents your response.**

**THE THIRD SCALE ASKS:**

**How long does it take to learn and become proficient at the skill, ability or other characteristic?**

The two response choices are:

**0 - A brief orientation period (a few hours)**

**1 - A longer orientation period (more than few hours)**

This scale addresses the issue of how long it takes to learn and become proficient in a particular SAO. For example, the ability to communicate effectively is something that is learned over a long period of time.

**Place the appropriate number in the column which represents your response.**

**THE FOURTH SCALE ASKS:**

**To what extent do different levels of the SAO distinguish the superior from the average worker (compared with the other SAOs)?**

**0 – very little or none**

**1 – to some extent**

**2 – to a great extent**

**3 – to a very great extent**

**4 – to an extremely great extent**

**Place the appropriate number in the column which represents your response.**





**Please note:** It is unlikely that all SAOs will be designated as most important to the job.

The following categories must be marked in order for a SAO to be determined *important*:

For the first scale, which asks the importance of the SAO, SAOs must be rated **3** or higher to be considered *important*.

For the second scale, which asks when the SAO was learned, SAOs must be rated **Before Assignment (1)** to be considered *important*. SAOs rated **After Assignment (0)** will be considered *non-important for selecting new Firefighters*.

For the third scale, which asks how long it takes to learn the SAO, a rating of **Longer Than A Brief Orientation (1)** must be made for the SAO to be considered *important*. If the SAO is rated **Brief Orientation (0)**, it will be considered *non-important for selecting new Firefighters*.

For the fourth scale, which asks the SAOs relationship to performance, SAOs must be rated **2** or higher for the SAO to be considered *important*.

This is not in any way meant to suggest that you answer in a certain manner, but it is important that you understand the impact of your responses.

**2013 AUSTIN FIRE DEPARTMENT  
FIRE CADET/FIREFIGHTER  
SKILLS, ABILITIES, AND OTHER CHARACTERISTICS (SAO) LIST**

**Skills:**

1. Active Learning: Understanding the implications of new information for both current and future problem-solving and decision-making.
2. Active Listening: Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
3. Decision Making (Complex Problem Solving): Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
4. Coordination: Adjusting actions in relation to others' actions.
5. Critical Thinking: Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
6. Judgment and Decision Making: Considering the relative costs and benefits of potential actions to choose the most appropriate one.
7. Service Orientation: Actively looking for ways to help people; Ability to recognize and respond to the needs of private citizens and others, and to provide help and assistance.
8. Social Perceptiveness: Being aware of others' reactions and understanding why they react as they do.
9. Time Management: Managing one's own time and the time of others.
10. Troubleshooting: Determining causes of operating errors and deciding what to do about it.



**Abilities:**

1. Oral Comprehension: Ability to listen to and understand information and ideas presented (in English) through spoken words and sentences.
2. Oral Communication (Oral Expression & Speaking): Ability to communicate information and ideas in speaking (in English) so others will understand; talking to others to convey information effectively.
3. Reading Comprehension (Written Comprehension): Ability to read and understand information and ideas presented (in English) in work related documents and other written materials.
4. Deductive Reasoning: Ability to apply general rules to specific problems to produce answers that make sense.
5. Inductive Reasoning: Ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
6. Information Ordering: Ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
7. Problem Identification & Analysis (Problem Sensitivity): Ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
8. Memorization: Ability to remember information such as words, numbers, pictures, and procedures.
9. Flexibility of Closure (Observational Judgment): Ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.
10. Perceptual Speed: Ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object. Some examples include comparing information on placards, charts, hazardous material sheets.
11. Speed of Closure: Ability to quickly make sense of, combine, and organize information into meaningful patterns.
12. Mathematical Reasoning: Ability to choose the right mathematical methods or formulas to solve a problem.
13. Number Facility: Ability to add, subtract, multiply, or divide quickly and correctly.

14. Selective Attention: Ability to concentrate on a task over a period of time without being distracted.
15. Spatial Orientation: Ability to know your location in relation to the environment or to know where other objects are in relation to you. Firefighters need to know the relative position of their body parts or their location in a building when visibility is limited because of smoke.
16. Visualization: Ability to imagine how something will look after it is moved around or when its parts are moved or rearranged. Being able to mentally picture a floor plan will help a firefighter overcome obstacles or changes they encounter making entry into a structure.



**Other Characteristics:**

1. **Associative Memory:** Recalling or reproducing items of information arbitrarily paired. Item groupings have no obvious relationship between them of a pair and no logical way of getting from item to the other except by memorization. Firefighters use associative memory to learn signal codes, the interpretation of fire conditions (fumes, color of smoke), the numeric identifiers of hazardous material classes (#8 is Corrosive).
2. **Respect for Authority:** Ability to accept supervision.
3. **Compliance:** Willingness to accept supervision, including criticism, without becoming argumentative or defensive.
4. **Flexibility:** Ability to adapt behavior to rapidly changing conditions, based on the nature of the situation encountered (think on one's feet).
5. **Integrity:** Acts in an honest, fair, and ethical manner, in both actions and words which causes a person to do the right thing, even if no one else will know; Avoids criminal acts, conflicts of interest, or the appearance of the same.
6. **Mechanical Reasoning:** Mechanical reasoning, also known as mechanical aptitude, is measured by the degree of familiarity with everyday physical objects, tools, and devices, especially their function, use, size, shape, weight, and appearance. Firefighters need to understand how certain tools and pieces of equipment work. They must be able to operate pumps and other complicated equipment and position ladders safely.
7. **Memory for Ideas:** Recalling the essence of previously studied material (e.g., the main point or topic of a paragraph). Rote recall of this material (e.g., specific words or sentences) is not required. Responses may be either written or oral.
8. **Observation/Vigilance:** Ability to recognize information which is incomplete, false, inconsistent or illogical.
9. **Request Assistance:** Willingness to seek assistance from a co-worker or supervisor when one's own resources are exceeded.
10. **Risk Assessment (Spatial Scanning):** Necessitates rapid visual exploration of a wide or complicated spatial field in order to foresee consequences for each step taken. May be considered visual planning. Selecting the one best series of steps from all possible steps to be taken to achieve a given goal. Firefighters use spatial scanning conducting a size-up of a fire or when identifying an exit if a route becomes blocked. Both examples involve rapid scanning of a scene, mentally following paths, and quickly rejecting false leads.
11. **Stress – Performance:** Ability to remember and recall incidents upon questioning under stressful conditions (for example, when giving testimony).

12. Stress Tolerance: Ability to maintain control of personal reactions and impulses while taking charge of or handling a disagreeable or dangerous situation.
13. Teamwork and Cooperation: Ability to work with people and agencies over whom you have or do not have control to work toward a common goal.
14. Tolerance – Unpredictability: Ability to accept unplanned changes to work schedules or priorities.
15. Work Ethic: Ability to be productive, diligent, conscientious, timely, and loyal; Ability to be self-disciplined and self-motivated
16. Rule Compliance: Ability and willingness to adhere to workplace rule, policies and procedures.
17. Work-related substance abuse & risk-taking: Ability to avoid influence of substances that impair one's ability to perform the job accurately, efficiently, or safely; Avoids high-risk behaviors.
18. Tolerance – Diversity: Ability to work cooperatively with others who are different from one's self (e.g., gender, race/ethnicity, sexual orientation, religious beliefs, disability).
19. Tenure: Ability to make and maintain a long-term employment commitment.
20. Discipline: Ability to avoid disciplinary or other censorship actions.
21. Initiative: Ability to anticipate the need for action, offers or volunteers assistance before being asked.
22. Multi-Tasking: Ability to shift between multiple tasks rapidly; Ability to maintain attention on more than one task simultaneously.
23. Self-Confidence: Capacity to believe in one's ability to achieve a goal; Persists in goal-directed behavior in the face of initially failed attempts.

**APPENDIX D**

***SAO RATING FORM***



SAO Rating Form				
SAO Number	How important is this SAO for performing your job effectively?	When is this SAO learned?	How long does it take to learn and become proficient at the skill or ability?	To what extent do different levels of the SAO distinguish the superior from the average worker (compared with other SAOs).
	0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important	0: Before assignment to this job (pre-training). 1: After assignment to this job (post-training).	0: A brief orientation period (a few hours). 1: A longer orientation period (more than a few hours).	0: Very little or none 1: To some extent 2: To a great extent 3: To a very great extent 4: To an extremely great extent
Place the appropriate number in the column which represents your response.				
<b>Skills</b>				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>Abilities</b>				
1				
2				
3				
4				
5				
6				
7				
...				



## **APPENDIX E**

### ***SUMMARY OF SME TASK RATINGS***

Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
1	0	0	0	0	0	2	8	0	0	0	0	0	10
2	0	0	0	0	0	0	10	0	0	0	3	5	2
3	0	1	0	3	3	1	2	0	0	1	1	3	5
4	0	0	0	2	1	2	5	0	0	0	2	4	4
5	0	0	1	7	1	1	0	0	0	0	2	5	3
6	0	0	2	6	0	2	0	0	0	0	0	2	8
7	0	1	1	6	2	0	0	0	0	0	0	2	8
8	0	0	2	6	2	0	0	0	0	0	1	2	7
9	0	0	0	5	5	0	0	0	0	1	2	5	2
10	0	1	4	4	1	0	0	0	0	0	4	4	2
11	0	5	5	0	0	0	0	0	0	0	0	0	10
12	0	7	2	0	1	0	0	0	0	1	1	3	5
13	0	6	1	0	3	0	0	0	0	1	1	4	4
14	0	0	0	6	2	2	0	0	0	0	3	4	3
15	0	0	2	7	0	1	0	0	0	0	1	3	6
16	0	0	2	6	1	1	0	0	0	0	3	4	3
17	0	1	1	4	2	2	0	0	0	0	1	2	7
18	0	1	2	4	2	1	0	0	0	0	3	5	2
19	0	0	1	7	1	1	0	0	0	0	1	3	6
20	0	0	1	5	3	1	0	0	0	0	1	5	4
21	0	0	4	3	2	1	0	0	0	0	2	3	5
22	0	0	4	5	0	1	0	0	0	0	3	4	3
23	0	1	4	3	1	1	0	0	0	0	3	4	3
24	0	0	2	4	2	1	1	0	0	0	8	1	1
25	0	0	1	6	2	1	0	0	0	0	3	4	3
26	0	0	1	5	2	2	0	0	0	0	1	6	3
27	0	0	0	8	1	1	0	0	0	0	0	2	8

Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
28	0	0	0	5	4	1	0	0	0	0	1	4	5
29	0	0	0	4	4	2	0	0	0	0	4	4	2
30	0	1	6	2	1	0	0	0	0	1	1	4	4
31	0	0	3	5	1	1	0	0	0	0	2	4	4
32	0	1	3	5	0	1	0	0	0	0	1	3	6
33	0	1	0	7	0	2	0	0	0	0	6	3	1
34	0	0	1	5	4	0	0	0	0	0	1	8	1
35	0	1	4	3	2	0	0	0	0	0	1	4	5
36	0	2	4	3	1	0	0	0	0	0	2	4	4
37	0	0	0	2	1	3	4	0	0	0	0	0	9
38	0	0	3	1	4	2	0	0	0	0	0	5	5
39	0	0	4	4	2	0	0	0	0	0	5	3	2
40	0	2	4	2	1	1	0	0	0	0	2	5	3
41	0	4	4	1	1	0	0	0	0	1	3	4	2
42	0	0	3	3	2	2	0	0	0	0	1	8	1
43	0	0	3	3	4	0	0	0	0	0	0	9	1
44	0	0	2	4	3	1	0	0	0	0	0	9	1
45	0	3	3	4	0	0	0	0	0	1	9	0	0
46	0	1	2	4	1	1	1	0	0	1	4	4	1
47	0	0	2	3	1	2	2	0	0	0	0	8	2
48	0	0	1	6	1	2	0	0	0	0	0	3	7
49	0	0	2	6	1	1	0	0	0	0	0	1	9
50	0	4	6	0	0	0	0	0	0	1	8	1	0
51	0	3	2	4	1	0	0	0	0	1	5	1	3
52	0	0	2	3	3	2	0	0	0	0	0	1	9
53	0	0	4	4	2	0	0	0	0	0	1	2	7
54	0	1	1	3	2	1	2	0	0	0	0	0	10

Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
55	0	0	2	4	3	1	0	0	0	0	2	6	2
56	0	1	3	3	2	0	1	0	0	0	2	8	0
57	0	0	1	4	4	1	0	0	0	0	1	7	2
58	0	1	2	6	0	1	0	0	0	0	0	2	8
59	0	0	1	2	1	2	4	0	0	0	1	5	4
60	0	1	1	2	2	1	3	0	0	0	0	1	9
61	0	3	4	2	1	0	0	0	0	2	5	3	0
62	0	5	5	0	0	0	0	0	0	0	10	0	0
63	0	1	0	0	2	1	6	0	0	0	0	2	8
64	0	4	3	2	1	0	0	0	0	0	1	4	5
65	0	2	5	2	1	0	0	0	0	0	5	5	0
66	0	0	0	8	1	1	0	0	0	0	2	7	1
67	0	0	0	0	0	0	10	0	0	0	0	0	10
68	0	0	0	1	1	3	5	0	0	0	0	2	8
69	0	0	0	5	3	2	0	0	0	0	2	6	2
70	0	0	2	5	2	1	0	0	0	0	0	2	8
71	0	0	0	4	4	1	1	0	0	0	0	4	6
72	0	0	0	6	3	1	0	0	0	0	3	3	4
73	0	0	1	6	2	1	0	0	0	0	1	5	4
74	0	1	4	4	0	1	0	0	0	0	4	4	2
75	0	2	4	3	0	1	0	0	0	0	0	7	3
76	0	0	3	6	0	1	0	0	0	0	1	5	4
77	0	0	1	4	2	1	2	0	0	0	3	5	2
78	0	2	2	5	1	0	0	0	0	0	2	7	1
79	0	0	3	6	0	1	0	0	0	1	4	3	2
80	0	2	2	5	0	0	1	0	1	1	5	3	0
81	0	2	4	3	1	0	0	0	0	1	6	2	1

Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
82	0	0	2	8	0	0	0	0	0	0	8	2	0
83	0	4	3	3	0	0	0	0	0	0	4	5	1
84	0	3	5	1	1	0	0	0	1	1	4	3	1
85	0	0	1	8	1	0	0	0	0	0	1	7	2
86	0	0	4	5	1	0	0	0	0	0	8	2	0
87	0	0	0	4	3	1	2	0	0	0	4	5	1
88	0	1	3	4	2	0	0	0	0	0	0	6	4
89	0	0	3	5	1	1	0	0	0	0	4	6	0
90	0	4	5	1	0	0	0	0	0	0	1	7	2
91	0	10	0	0	0	0	0	0	0	0	3	4	3
92	1	3	5	0	0	1	0	0	0	1	1	6	2
93	1	9	0	0	0	0	0	0	0	0	2	5	3
94	0	10	0	0	0	0	0	0	0	0	0	5	5
95	0	4	2	3	1	0	0	0	0	0	0	4	6
96	0	9	1	0	0	0	0	0	0	0	3	4	3
97	0	6	1	3	0	0	0	0	0	0	3	4	3
98	0	0	4	3	1	1	1	0	0	0	3	5	2
99	0	0	2	5	1	2	0	0	0	0	1	7	2
100	0	0	1	6	1	2	0	0	0	0	1	5	4
101	0	0	2	5	0	3	0	0	0	0	1	6	3
102	0	3	7	0	0	0	0	0	0	0	0	3	7
103	0	2	3	4	1	0	0	0	0	0	2	2	6
104	0	1	2	3	3	1	0	0	0	0	1	1	8
105	0	1	0	1	1	2	5	0	0	0	0	2	8
106	0	0	2	4	1	0	3	0	0	0	2	6	1
107	0	0	0	3	4	2	1	0	0	0	0	6	4
108	0	0	0	0	0	1	9	0	0	0	0	6	3



Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
109	0	0	1	3	2	4	0	0	0	0	0	7	3
110	0	7	3	0	0	0	0	0	0	1	7	2	0
111	0	0	0	0	0	1	9	0	0	0	6	2	2
112	0	2	4	1	0	2	1	0	0	0	7	1	2
113	0	0	5	4	1	0	0	0	0	0	1	6	3
114	0	0	0	1	1	4	4	0	0	0	0	4	6
115	0	0	1	5	2	2	0	0	0	0	0	0	10
116	0	0	0	0	0	2	8	0	0	0	0	1	9
117	0	10	0	0	0	0	0	0	0	0	1	1	8
118	0	0	0	0	0	0	10	0	0	0	0	3	7
119	0	1	1	1	5	1	1	0	0	0	1	2	7
120	0	1	0	1	3	1	4	0	0	0	4	3	3
121	0	6	4	0	0	0	0	0	0	0	1	1	8
122	0	0	1	0	1	2	6	0	0	0	3	5	2
123	0	2	0	1	0	3	4	0	0	1	1	7	1
124	0	7	3	0	0	0	0	0	0	0	0	3	7
125	0	0	2	0	1	2	5	0	0	0	0	4	6
126	0	1	2	3	0	0	4	0	0	0	1	3	6
127	0	0	0	0	0	2	8	0	0	0	0	2	8
128	0	0	0	0	0	3	7	0	0	0	1	3	6
129	0	2	1	3	2	1	1	0	0	0	1	4	5
130	0	1	1	2	4	2	0	0	0	0	3	2	5
131	0	0	1	4	3	2	0	0	0	0	0	1	9
132	1	0	0	4	2	1	2	0	0	0	5	4	1
133	0	2	1	2	3	1	1	0	0	1	2	5	2
134	1	3	1	0	3	2	0	0	0	0	6	3	1
135	1	4	1	1	2	1	0	0	0	0	6	3	1



Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
136	0	0	0	1	2	5	2	0	0	0	0	2	8
137	0	0	0	0	1	1	8	0	0	0	0	4	6
138	0	0	0	0	2	1	7	0	0	2	5	2	1
139	0	0	0	1	2	1	6	0	0	0	4	5	1
140	0	0	0	0	0	2	8	0	0	0	1	6	3
141	0	0	0	0	6	2	2	0	0	0	1	8	1
142	0	0	0	0	4	1	5	0	0	0	0	7	3
143	0	0	0	0	2	1	7	0	0	0	2	5	3
144	0	2	3	1	3	0	1	0	0	0	5	4	1
145	0	0	0	0	0	1	9	0	0	0	0	1	9
146	0	0	5	4	1	0	0	0	0	0	1	4	5
147	0	10	0	0	0	0	0	0	1	1	1	0	7
148	0	0	0	0	2	1	7	0	0	0	1	2	7
149	0	0	0	0	0	2	8	0	0	0	2	3	5
150	0	0	0	1	5	1	3	0	0	0	1	5	4
151	0	0	3	2	2	1	2	0	0	0	2	3	5
152	0	0	3	1	3	0	3	0	0	0	1	4	5
153	0	0	3	2	2	2	1	0	0	0	2	3	5
154	0	3	1	1	1	1	3	0	0	0	1	3	6
155	0	5	3	2	0	0	0	0	0	0	2	5	3
156	0	5	3	1	0	1	0	0	0	2	1	5	2
157	0	5	1	1	1	1	1	0	0	0	0	2	8
158	0	0	0	0	0	1	9	0	0	0	1	0	9
159	0	0	1	0	2	3	4	0	0	0	0	5	5
160	0	1	1	3	3	1	1	0	0	0	1	4	4
161	0	5	1	2	1	1	0	0	0	0	4	5	1
162	0	3	6	0	0	1	0	0	0	0	3	5	2

Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	0: Never 1: Annually or less often 2: Quarterly (approx. 4 times/year) 3: Monthly (approx. 1 time/month) 4: Weekly (approx. 1 time/week) 5: Semi-Weekly (approx. 2-6 times/week) 6: Daily (approx. 1-6 times/day)							0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
163	0	2	6	1	0	1	0	0	0	0	2	2	6
164	1	8	0	0	0	1	0	0	0	3	5	1	1
165	1	7	0	1	0	1	0	0	1	1	3	1	4
166	0	0	3	5	1	1	0	0	0	0	0	4	6
167	0	0	1	3	3	2	1	0	0	0	1	4	5
168	0	0	0	0	0	1	9	0	0	1	6	2	1
169	0	0	0	0	0	1	9	0	0	0	6	3	1
170	0	0	0	0	0	0	10	0	0	0	2	4	4
171	0	0	0	0	1	0	8	0	0	0	3	3	3
172	0	0	0	1	5	2	2	0	0	0	8	1	1
173	0	0	0	0	0	1	9	0	0	1	7	2	0
174	0	0	0	0	0	1	9	0	0	0	0	2	8
175	0	0	0	0	0	1	9	0	0	0	4	3	2
176	0	1	0	0	2	1	6	0	0	2	5	2	1
177	0	0	1	1	3	1	4	0	0	1	8	1	0
178	0	0	0	2	1	0	7	0	0	0	6	4	0
179	0	0	0	0	0	1	9	0	0	0	4	3	3
180	0	0	0	1	1	1	7	0	0	0	6	2	2
181	0	0	0	2	1	0	7	0	0	0	6	4	0
182	0	2	1	5	2	0	0	0	0	0	7	3	0
183	0	0	1	3	2	2	2	0	0	0	2	6	2
184	0	0	0	4	2	2	2	0	0	0	1	4	5
185	0	0	0	0	0	0	10	0	0	0	0	2	8
186	0	0	0	6	3	1	0	0	0	0	3	5	2
187	0	0	0	1	0	3	6	0	0	0	2	4	4
188	0	0	0	5	4	0	1	0	0	0	1	7	2
189	0	0	0	1	0	0	9	0	0	0	1	8	1

Task Number	How often do you perform this duty?							How important is this duty for performing your job effectively?					
	<b>0: Never</b> <b>1: Annually or less often</b> <b>2: Quarterly</b> (approx. 4 times/year) <b>3: Monthly</b> (approx. 1 time/month) <b>4: Weekly</b> (approx. 1 time/week) <b>5: Semi-Weekly</b> (approx. 2-6 times/week) <b>6: Daily</b> (approx. 1-6 times/day)							<b>0: Not Important</b> <b>1: Of Little Importance</b> <b>2: Of Some Importance</b> <b>3: Important</b> <b>4: Very Important</b> <b>5: Extremely Important</b>					
Task Number	0	1	2	3	4	5	6	0	1	2	3	4	5
190	0	0	1	4	4	0	1	0	0	0	4	5	1
191	0	0	0	4	2	2	2	0	0	0	5	5	0
192	0	0	0	0	6	2	2	0	0	0	2	3	5

## **APPENDIX F**

### ***SUMMARY OF SME SAO RATINGS***

SAO Number	How important is this SAO for performing your job effectively?						When is this SAO learned?		How long does it take to learn and become proficient at the skill or ability?		To what extent do different levels of the SAO distinguish the superior from the average worker (compared with other SAOs)?				
	0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important						0: After assignment to this job (post-training). 1: Before assignment to this job (pre-training).		0: A brief orientation period (a few hours). 1: A longer orientation period (more than a few hours).		0: Very little or none 1: To some extent 2: To a great extent 3: To a very great extent 4: To an extremely great extent				
SAO Number	0	1	2	3	4	5	0	1	0	1	0	1	2	3	4
<b>Skills</b>															
1	0	0	0	0	4	6	0	10	0	10	0	3	1	4	2
2	0	0	0	0	2	8	0	10	0	10	0	1	3	1	5
3	0	0	0	2	4	4	0	10	0	10	0	1	1	5	3
4	0	0	0	3	3	4	0	10	0	10	0	0	3	4	3
5	0	0	0	2	3	5	0	10	0	10	0	0	3	4	3
6	0	0	0	0	5	5	0	10	0	10	0	0	2	4	4
7	0	0	0	2	4	4	0	10	1	9	0	0	3	3	4
8	0	0	0	2	5	3	0	10	0	10	0	0	3	5	2
9	0	0	0	2	5	3	0	10	1	9	0	0	3	4	3
10	0	0	0	0	5	5	0	10	0	10	0	0	2	5	3
<b>Abilities</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	0	0	0	0	5	5	0	10	1	9	0	0	4	2	4
2	0	0	0	0	7	3	0	10	0	10	0	0	3	4	3
3	0	0	0	2	5	3	0	10	0	10	0	0	5	2	3
4	0	0	0	1	6	3	0	10	0	10	0	0	3	4	3
5	0	0	0	3	5	2	0	10	0	10	0	0	4	4	2
6	0	0	0	5	4	1	0	10	0	10	0	0	5	3	2
7	0	0	0	1	3	6	0	10	0	10	0	0	3	3	4
8	0	0	0	3	4	3	0	10	0	10	0	0	2	6	2
9	0	0	0	5	4	1	0	10	0	10	0	0	5	3	2
10	0	0	0	5	4	1	0	10	0	10	0	0	6	2	2
11	0	0	0	4	4	2	0	10	0	10	0	1	4	2	3
12	0	0	1	7	2	0	0	10	0	10	0	1	6	2	1
13	0	0	0	4	5	1	0	10	0	10	0	1	6	2	1
14	0	0	0	4	4	2	0	10	0	10	0	1	4	3	2
15	0	0	0	1	4	5	0	10	0	10	0	0	2	3	5
16	0	0	0	3	5	2	0	10	0	10	0	0	2	5	3
<b>Other Characteristics</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	0	0	1	3	5	1	0	10	0	10	0	1	4	3	2
2	0	0	0	0	2	8	0	10	0	10	0	0	2	2	6

SAO Number	How important is this SAO for performing your job effectively?						When is this SAO learned?		How long does it take to learn and become proficient at the skill or ability?		To what extent do different levels of the SAO distinguish the superior from the average worker (compared with other SAOs)?				
	0: Not Important 1: Of Little Importance 2: Of Some Importance 3: Important 4: Very Important 5: Extremely Important						0: After assignment to this job (post-training). 1: Before assignment to this job (pre-training).		0: A brief orientation period (a few hours). 1: A longer orientation period (more than a few hours).		0: Very little or none 1: To some extent 2: To a great extent 3: To a very great extent 4: To an extremely great extent				
SAO Number	0	1	2	3	4	5	0	1	0	1	0	1	2	3	4
3	0	0	0	0	2	8	0	10	0	10	0	0	1	3	6
4	0	0	0	0	2	8	0	10	0	10	0	0	2	1	7
5	0	0	0	0	1	9	0	10	0	10	0	0	0	3	7
6	0	0	1	2	4	3	0	10	0	10	0	0	3	4	3
7	0	0	0	1	7	2	0	10	0	10	0	0	4	4	2
8	0	0	0	2	5	3	0	10	0	10	0	0	4	3	3
9	0	0	0	1	3	6	0	10	0	10	0	0	3	3	4
10	0	0	0	2	5	3	0	10	0	10	0	0	3	3	4
11	0	0	1	1	3	5	0	10	0	10	0	0	3	2	5
12	0	0	0	0	3	7	0	10	0	10	0	0	1	3	6
13	0	0	0	0	2	8	0	10	0	10	0	0	2	2	6
14	0	0	0	1	1	8	0	10	0	10	0	0	4	0	6
15	0	0	0	1	1	8	0	10	0	10	0	0	2	2	6
16	0	0	0	1	0	9	0	10	0	10	0	0	3	1	6
17	0	0	0	0	4	6	0	10	0	10	0	0	3	2	5
18	0	0	0	0	2	8	0	10	0	10	0	0	2	3	5
19	0	0	0	3	3	4	0	10	0	10	0	0	3	3	4
20	0	0	0	1	2	7	0	10	0	10	0	0	2	4	4
21	0	0	0	1	4	5	0	10	0	10	0	0	2	4	4
22	0	0	0	2	2	6	0	10	0	10	0	0	2	2	6
23	0	0	0	1	5	4	0	10	0	10	0	0	1	5	4

# National Entry-Level Fire Examination and Structured Oral Process

## Criterion-Related Validity Report

### Update

Prepared by:

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September 2014





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## National Entry-Level Fire Examination And Structured Oral Process Updated Criterion-Related Validity Report

### Overview of Test

Morris & McDaniel, Inc., views test development and validation as an iterative, on-going process. This report highlights recent criterion-related validation results obtained for the operational use of the National Entry-Level Fire Examination (NELF) and Structured Oral Process (SOP). The results presented in this report add to the growing body of research demonstrating the strong content and criterion-related validity of Morris & McDaniel's personnel selection solutions as well as the their operational effectiveness and freedom from bias.

#### I. Selection Procedures and Their Content

In this section, we briefly discuss the NELF and SOP assessment components. For detailed discussions concerning their development and earlier validation efforts we refer to prior job analysis, content validation, and criterion-related validation reports for the selection procedures.

Morris & McDaniel developed the NELF to measure job applicants' potential for future success if hired as an entry-level firefighter. The content of the NELF includes Associative Memory, Memory for Ideas, Flexibility of Closure, Mathematical Computation, Reading Comprehension, Mechanical Reasoning, Spatial Orientation, and Spatial Scanning. The NELF considers an individual's performance in these areas.

The NELF consists of 113 objectively scored, multiple-choice questions and scenarios. For each question or scenario, an applicant chooses which response is the most accurate or appropriate.

Morris & McDaniel developed the SOP as a performance based assessment designed to elicit behaviors relevant to later achievement if higher as an entry-level firefighter. SOP dimensions include, Problem Identification and Analysis, Decision-Making, Service Orientation, and Oral Communication.

The SOP consists of three scenarios to which applicants provide an oral response to open-ended questions asking what action(s) they would take, if any, in response to the scenario's content. Trained assessors evaluate applicant responses on each dimension using a standardized scoring guide.



## II. Sample Description

Demographic data were collected for individuals taking the entry-level examinations at a large mid-western municipal fire department. Demographic data were available from 4,959 individuals who took one or both assessments during test administrations conducted from 2005 through 2011. Table 1 depicts the racial and gender breakdown for the sample of applicants who completed the assessments. Composite scores represent the operational use of the combined assessments. Applicant test scores for each assessment as well as the composite score are presented in Table 2.

Table 1.  
Applicant Demographics

<b>Group</b>	<b>N</b>	<b>Percent</b>
Total Sample	4959	100%
Race/Ethnicity		
African American	925	18.7%
Alaskan Native or American Indian	23	.5%
Asian	25	.5%
Caucasian	2494	50.3%
Hispanic	316	6.4%
Other	135	2.7%
DND	1041	21.0%
Gender		
Female	252	5.1%
Male	4211	84.9%
DND	496	10.0%

Note: "DND" includes applicants who endorsed "DND" as well as applicants for whom no information was available.



Table 2.  
Applicant Test Scores

Group		NELF Score	SOP Score	Composite Score
Male	Mean	71.50	74.40	74.31
	SD	11.53	14.68	12.37
	N	3955	2295	2290
Female	Mean	69.86	73.29	73.19
	SD	11.81	14.74	12.14
	N	238	149	149
Caucasian	Mean	75.05	74.85	75.13
	SD	9.64	14.76	12.39
	N	2462	1504	1503
African American	Mean	63.07	73.39	72.16
	SD	11.2	14.56	12.25
	N	852	471	469
Hispanic	Mean	70.99	74.48	74.05
	SD	9.28	15.26	12.62
	N	301	181	180
Asian	Mean	74.54	76.43	76.6
	SD	11.18	17.1	13.83
	N	25	14	14
Alaskan Native or American Indian	Mean	78.76	80	79.9
	SD	9.72	13.72	11.86
	N	23	16	16
Other / Two or More Races	Mean	71.62	71.79	72.03
	SD	10.85	14.07	11.63
	N	125	76	76

Scores are presented on a 100-point scale.



### III. Criterion Validation Sample

For job applicants who were hired as entry-level firefighters, various job performance indices (i.e., criterion) were available for a subset of those individuals who successfully completed both the NELF and SOP as an applicant. The specific sample size varied depending on the specific criterion measure examined. Viewed in aggregate, criterion data were available for 397 firefighters who had NELF and SOP scores (i.e., predictor). The aggregate validation sample demographic information is presented in Table 3.

Table 3.  
Firefighter Validation Sample Demographics

<b>Group</b>	<b>N</b>	<b>Percent</b>
Total Sample	397	100%
Race/Ethnicity		
African American	53	13.4%
Alaskan Native or American Indian	5	1.3%
Asian	5	1.3%
Caucasian	279	70.3%
Hispanic	40	10.1%
Other	7	1.8%
DND	8	2.0%
Gender		
Female	11	2.8%
Male	384	96.7%
DND	2	.5%



#### IV. Validation Sample Criterion Scores

Next, we briefly describe the criterion measures used for the criterion-related validation analyses.

##### Cadet Fire Score

The Cadet Fire Score represents the individual's cumulative score on all fire fighting and fire ground skills demonstrated during the Fire Academy.

##### Post-Hire Performance

After completing the Fire Academy and following their station assignments, firefighters receive a Performance Rating. Typically, the Performance Rating takes place within the first 6-month period. Direct supervisors complete the Performance Rating which covers ten dimensions, ranging from attendance to safety procedures to fire ground performance.

##### Experimental Performance Ratings

Staff from Morris & McDaniel trained agency supervisors on the use of an experimental performance appraisal rating instrument (EPARI). The EPARI elicits ratings for 34 job-related skills and abilities that flow directly from job analysis data. It covers specific behaviors exhibited by individuals in the job of entry-level firefighter (e.g., safety guidelines, fire ground decisions, adherence to oral and written instruction). In addition, the EPARI includes measures of overall performance. The trained supervisors completed the EPARI on firefighters who completed the Fire Academy and had been employed for at least three months.

Validation sample criterion scores for each of these measures are presented in Table 4. For the Post-Hire and Experimental Performance ratings, two scores were available, a composite score (summated across individual performance dimensions) and a global score based on a single-item rating.



Table 4.  
Firefighter Validation Sample Criterion Scores

Group		Criterion				
		Academy Training	Post Hire Performance Appraisal		Supplemental Performance Appraisal	
		Composite	Composite	Global	Composite	Global
Caucasian	Mean	91.83	3.45	3.36	7.45	7.1
	SD	5.71	0.44	0.51	1.55	1.85
	N	141	238	234	44	41
African American	Mean	89.69	3.39	3.37	6.95	6.12
	SD	4.95	0.37	0.49	1.86	2.16
	N	38	34	35	13	13
Hispanic	Mean	89.31	3.48	3.26	6.23	6.25
	SD	6.14	0.44	0.61	1.66	2.3
	N	23	36	35	6	6
Asian	Mean	97.75	3.48	3.33	8.52	9.5
	SD	--	0.31	0.58	--	--
	N	1	4	3	1	1
Alaskan Native or American Indian	Mean	95.93	3.26	3.2	--	--
	SD	3.93	0.27	0.45	--	--
	N	4	5	5	0	0
Other / Two or More Races	Mean	91.41	3.37	3.33	--	--
	SD	5.68	0.38	0.5	--	--
	N	6	9	9	0	0



## V. Techniques and Results

### A. Reliability

We examined the reliability of the NELF. Reliability refers to the consistency of the results obtained, with values ranging from zero to one. When making important selection decisions, values should meet or exceed .80. Using the Cronbach Alpha technique, reliability was calculated at .85 for the NELF and .80 for the SOP. Composite reliability for the combined scores was calculated at .81, using Mosier's composite reliability.

### B. Criterion-Related Validity

To determine the ability of the composite NELF and SOP scores for predicting the future success of applicants, Pearson correlations were conducted with the criterion measures above described. These correlations represent the criterion-related validity coefficients.

In Table 5, we present the corrected validity coefficients and the uncorrected coefficients. Corrections were only made for predictor reliability. Inspection of the below information reveals that all validity coefficients were statistically significant.

Table 5.  
Criterion-related Validity Coefficients for Composite NELF/SOP scores.

	Academy Training	Post Hire Performance Appraisal		Supplemental Performance Appraisal	
	<b>Composite</b>	<b>Composite</b>	<b>Global</b>	<b>Composite</b>	<b>Global</b>
$r^*$	.35	.31	.30	.40	.44
$r$	.28	.25	.24	.32	.36
Sig.	.00	.00	.00	.01	.00
N	182	313	310	62	59

$r^*$  indicates the validity coefficient corrected for reliability.

$r$  indicates the uncorrected validity coefficient.





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To put the validity coefficients into perspective, the following general rules should be considered:

1. Validity coefficients represent the strength of the association between predictor and criterion; therefore, larger coefficients are better.
2. Validity coefficients should be statistically significant to be considered as having any potential value to employers.
3. Whether the size of a validity coefficient should be considered as “good” or not depends on the context of the test’s use. That said, the rule of thumb for judging the value of a validity coefficient are:
  - a. Above .35 is very beneficial;
  - b. .21 to .35 are likely to be useful;
  - c. .11 to .20 depends on the context; and
  - d. Below .11 is unlikely to be useful.

[Source: U.S. Department of Labor’s guidebook Testing and Assessment: An Employer’s Guide to Good Practices (2000).]



## VI. Freedom from Bias

To assess the ability of the composite NELF/SOP scores to predict future performance in training and post-hire, Morris & McDaniel conducted a Cleary fairness analysis (Bartlett, Bobko, Mosier & Hannan, 1978). Cleary analysis is a moderated regression analysis procedure that examines the linear relationship between the predictor score, protected group status (i.e., minority, non-minority), and the interaction effect of predictor score and protected group membership. Cleary fairness is indicated where the predictor is significant, but the influence of the protected group status (i.e., intercept difference) or group status interacting with predictor (i.e., slope difference) is not significant. The moderated regression identifies what is a good indicator of performance.

Inspection of the information presented in Table 6 confirms the validity of the composite score for each minority/non-minority comparison (i.e., statistically significant values in “Predictor” rows). Importantly for the fairness of the assessments, the rows for “Race” and “Interaction” effects were not statistically significant.



Table 6.

Cleary Fairness Moderated Regressions: Composite NELF/SOP scores.

Group	Effect	Combined Academy Scores		Post-Hire Performance Appraisal				Supplemental Performance Appraisal			
		Composite		Composite		Global		Composite		Global	
		Std-B	t	Std-B	t	Std-B	t	Std-B	t	Std-B	t
<b>White – African American</b>	Predictor	.29	3.67**	.29	4.90**	.26	4.33**	.27	2.02*	.26	1.94
	Race	-1.54	-1.96	-.02	-.37	.03	.56	.24	1.81	.23	1.68
	Interaction	-1.45	-1.59	-.32	-.65	-.40	-.88	-1.89	-1.65	-.22	-1.61
<b>White - Hispanic</b>	Predictor	.44	5.84**	.26	4.32**	.26	4.23**	.42	3.18**	.40	2.89**
	Race	-.11	-1.34	.07	1.15	-.01	-.11	-.22	-1.71	-.12	-.85
	Interaction	1.06	1.47	-.55	-.92	-.32	-.54	.12	.11	1.64	1.43
<b>Male - Female</b>	Predictor	.32	4.57**	.25	4.60**	.24	4.26**	3.2	2.59*	.36	2.95**
	Gender	-.04	-.61	-.02	-.32	.01	.24	.05	.39	.06	.50
	Interaction	1.89	1.43	.86	1.26	.62	.89	-2.02	-1.05	-2.09	-1.08

\*p ≤.05; \*\*p ≤.01.

## VII. Summary and Recommendations

The updated criterion-related validation results presented in this report show the validity of the NELF and SOP assessments in selecting entry-level firefighters who are most likely to become successful in their Academy training as well as in the actual performance of their duties, post-hire. Furthermore, the moderated regression results demonstrate the freedom from bias for the assessments when the performance of protected groups (i.e., race/ethnicity and gender) is examined.

# APPENDIX F

## Sample Job Analysis Report Sample



# **CITY OF JURISDICTION**

## **FIRE DEPARTMENT**

### **JOB ANALYSIS REPORT**

**FOR THE  
RANK  
OF**

## **ENTRY-LEVEL FIREFIGHTER**



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## TABLE OF CONTENTS

EXECUTIVE SUMMARY .....	1
I. INTRODUCTION .....	2
II. METHODOLOGY .....	4
A. Orientation/Planning Discussions .....	5
B. Review of the Literature .....	6
C. Conduct On-Site Job Observations .....	6
D. Development of Lists of Tasks and SAOs .....	6
E. Administration of Task Inventory .....	6
F. Analysis of Task Inventory Ratings .....	11
G. Administration of SAO Inventory .....	13
H. Analysis of SAO Inventory Ratings .....	16
I. Conclusion .....	18





## LIST OF TABLES

Table 1. Summary of Biographical Data on Job Observations .....	7
Table 2. Subject Matter Experts that Participated in Task Ratings.....	8
Table 3. Summary of Biographical Data on SMEs (Task Rating Session) .....	9
Table 4. Task List Meeting Test Criteria.....	12
Table 5. Subject Matter Experts that Participated in SAO Ratings.....	13
Table 6. Summary of Biographical Data on SMEs (SAO Rating Session) .....	15
Table 7. SAO List Meeting Test Criteria.....	17



## LIST OF APPENDICES

Appendix A – Task Rating Instructions and Task List

Appendix B – Task Rating Form

Appendix C – SAO Rating Instructions and SAO List

Appendix D – SAO Rating Form

Appendix E – Summary of SME Task Ratings

Appendix F – Summary of SME SAO Ratings



## EXECUTIVE SUMMARY

The City of Jurisdiction Fire Department (Department) needed selection procedures for the rank of Entry-Level Firefighter and requested that Morris & McDaniel, Inc., a consulting firm experienced in these procedures, provide assistance for this purpose. The first step in developing this system was to conduct a job analysis of the position. A job analysis is the systematic process of collecting, processing, analyzing, and interpreting data about a job or jobs. This job analysis forms the basis of the content validity for the selection procedures and supports other validation strategies. Therefore, the job analysis data were collected in accordance with the Division 14 Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition. Also, deference was given to the requirements for the Uniform Guidelines on Employee Selection Procedures.

The results of this job analysis identified important tasks and skills, abilities, and other characteristics (SAOs). These important tasks and SAOs are presented in this report. The inventories of tasks and SAOs that were rated by the SMEs are provided in the appendices.

The job analysis was used to guide the development and implementation of an evaluation program. The method of evaluation of a candidate for selection on a SAO may include, but is not limited to, a written examination, an assessment center or performance based assessment, a training program, and a probationary period. The method of evaluation is dependent on the appropriateness of measurement for the particular SAO. For example, certain skills such as spatial orientation can be evaluated very effectively in a written examination, whereas ability to communicate orally is more appropriately evaluated through a performance based assessment technique such as an oral board or an assessment center. The results of this job analysis study are documented and supported in this report.



## I. INTRODUCTION



## **I. INTRODUCTION**

Morris & McDaniel, Inc., is pleased to submit this job analysis report for the position of Entry-Level Firefighter with the City of Jurisdiction Fire Department (Department). This report documents the phases of the job analysis. An outline of the major steps in this process are as follows:

- Orientation/Planning Discussions
- Review of the Literature
- Conduct On-Site Job Observations
- Development of Lists of Tasks and Skills, Abilities and Other Characteristics (SAOs)
- Administration of Task Inventory to the Subject Matter Expert (SME) Rating Panel
- Analysis of Task Inventory Ratings
- Administration of SAO Inventory to the SME Rating Panel
- Analysis of SAO Inventory Ratings
- Conclusion

The remainder of this report will provide the details of each of the above process components.



## II. METHODOLOGY



## II. METHODOLOGY

A job analysis is the systematic process of collecting, processing, analyzing, and interpreting data about a particular job or jobs. The data are gathered to determine what workers do in the targeted job. In addition, after the process defines and documents the work behaviors that are performed by the job incumbents, it then identifies the skills, abilities, and other characteristics (SAOs) that are required to perform the work behaviors competently.

The job analysis data, collected in accordance with the Division 14<sup>1</sup> Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition, will be used in the validation strategy. In addition, deference was given to the Uniform Guidelines on Employee Selection Procedures.

### A. Orientation/Planning Discussions

Orientation/planning discussions took place Month Day, 2015 in Jurisdiction, State, at Specified Location. Principals of Morris & McDaniel, Inc., participated in these discussions. Included in these discussions with -----, representing Morris & McDaniel, were -----, representing the Jurisdiction. The objectives, dates, and goals of the project were discussed and refined. Project components were identified and discussed. Time lines including project milestones were developed.

---

<sup>1</sup> Division 14 of the American Psychological Association is the Society of Industrial/Organizational Psychologists.

**B. Review of the Literature**

Morris & McDaniel, Inc., gathered available relevant job information for the job of Entry-Level Firefighter and additional data from the Department and from past job analyses from other jurisdictions.

**C. Conduct On-Site Job Observations**

Morris & McDaniel personnel conducted job observations on Month Day, 2015. Morris & McDaniel personnel observed Firefighters. Their observations were helpful in creating a draft task and SAO list for the technical conference of the SME's. Table 1 provides the biographical data on the job observations conducted.

**D. Development of Lists of Tasks & SAOs**

After reviewing the data relevant to the targeted position, job analysts from Morris & McDaniel, Inc., assembled a list of tasks, which could be performed by persons in the Entry-Level Firefighter position. Each task contained a brief description of a specific activity that could be performed and conditions (if relevant) under which the task is performed. For ease of administration and discussion, the tasks were rationally grouped into clusters of common or related duties within the job. A list of possible skills, abilities, and other characteristics (SAOs) was also developed.

**E. Administration of Task Inventory**

On Month Day, 2015, subject matter experts (SMEs) for the rank of Entry-Level Firefighter participated in the Task and SAO rating sessions. The SMEs were of the rank of Entry-Level Firefighter or higher. A total of number (-) SMEs rated the Task Inventory. The list of SMEs participating in the Task rating session is presented in Table 2. Table 3 provides the biographic data on the SMEs that participated in the Task rating session. The instructions for the rating session and the complete Task Inventory are presented in Appendix A. The Task Rating Form used is presented in Appendix B.



**TABLE 1**  
**SUMMARY OF BIOGRAPHICAL DATA ON JOB OBSERVATIONS**

Gender	Ethnicity	Education	Current Rank	Total Length of Service in Department



**TABLE 2**

**SUBJECT MATTER EXPERTS WHO PARTICIPATED  
IN TASK RATINGS**



**TABLE 3**  
**SUMMARY OF BIOGRAPHICAL DATA ON SMEs**  
**(TASK RATING SESSION)**

Gender	Ethnicity	Education	Current Rank	Total Length of Service in Department	Total Length of Service in Current Rank



Data from the Task Inventory ratings were compiled and analyzed in the offices of Morris & McDaniel, Inc. The Task Inventory package for Entry-Level Firefighter is shown in Appendix A.

The SMEs were asked to rate each task in the inventory on the following two categories:

1. In general, how often do you perform this task?
  - Never
  - Annually or less often
  - Quarterly (approx. 4 times/year)
  - Monthly (approx. 1 time/month)
  - Weekly (approx. 1 time/week)
  - Semi-Weekly (approx. 2 to 6 times/week)
  - Daily (approx. 1 to 6 times/day)
2. How important is this task for performing your job effectively?
  - Not important
  - Of little importance
  - Of some importance
  - Important
  - Very important
  - Extremely important



**F. Analysis of Task Inventory Ratings**

The criteria established for a task to be retained as an important task was that two-thirds (2/3) of the raters must say it was performed annually or less often, quarterly, monthly, weekly, semi-weekly or daily; and that it was important, very important or extremely important to perform the job effectively. Any task ratings that did not meet this required level of agreement were eliminated as not meeting criteria. Analysis of the SME ratings of each task on 2 categories (frequency of task performance and task importance; categories 1 and 2 respectively) were performed using the 2/3 level of agreement. The prior established criteria for each task to be included as important to the Entry-Level Firefighter position where two thirds (2/3) of the SMEs had to rate the task were as follows: 1) performed annually or less often, quarterly, monthly, weekly, semi-weekly or daily; 2) important, very important or extremely important.

The SME ratings are summarized in Appendix E. The final list of important tasks resulting from this analysis is presented in Table 4.

**TABLE 4**  
**TASK LIST MEETING TEST CRITERIA**  
**(SAMPLE)**

**I. RESPONDING TO ALARMS (RECEIVING, PROCESSING, AND TRANSMITTING ALARMS)**

This duty statement refers to all activities involved with receiving, responding, and transmitting alarms.

1. Puts on protective clothing.
2. Identifies and demonstrates knowledge of geographic locations assigned for first alarm response.

**II. FIREFIGHTING AND EXTINGUISHING OPERATIONS**

This duty statement refers to putting hose line in service and controlling and operating hose to extinguish fire or reduce its intensity; uses ropes and specialized hand tools and equipment to enter and to fight the fire.

3. Assesses material and color of smoke to ascertain what is burning. Responds with appropriate extinguishing agent.
4. Responds to orders given with visual signals.
5. Examines fire structure for any signs of fire extension.
6. ...

**III. "POST-FIRE" OPERATIONS, SALVAGE AND OVERHAUL, INVENTORY, RETURN TO STATION**

This duty statement refers to clean up, salvage and protection of civilian and fire department property, inventories and replaces fire department property to apparatus.

87. Protects fire department and civilian property from damage; piles furniture, clothing, and other valuables, and covers piled property, walls, floors, and stairways with salvage covers, tarps, and floor runners.
88. Carries undamaged furniture from buildings to prevent smoke, fire, and water damage to furniture.

...



**G. Administration of SAO Inventory**

On Month Day, 2015, the skills, abilities, and other characteristics (SAOs) for the rank of Entry-Level Firefighter were rated by SMEs. A total of number (-) SMEs rated the SAO inventory. Table 5 shows the SMEs participating in the SAO rating session. The biographical data for these SMEs is presented in Table 6. Appendix C presents the rating instructions and the SAO Inventory, and Appendix D presents the SAO Rating Form used.

**TABLE 5**

**SUBJECT MATTER EXPERTS WHO PARTICIPATED  
IN SAO RATINGS**

Data from the SAO inventory ratings were compiled and analyzed in the offices of Morris & McDaniel, Inc. The SAO Inventory package for Entry-Level Firefighter is shown in Appendix C.

The SAOs were rated in relation to the job on the following four categories:

- 1) How important is the SAO for performing your job effectively?
  - Not important
  - Of little importance
  - Of some importance
  - Important
  - Very important
  - Extremely important
- 2) When is the SAO learned?
  - Before assignment to this job (pre-training)
  - After assignment to this job (post-training)
- 3) How long does it take to learn and become proficient at the skill or ability?
  - A brief orientation period (a few hours)
  - A longer orientation period (more than few hours)
- 4) To what extent do different levels of the SAO distinguish the superior from the average worker (compared with the other SAOs)?
  - Very little or none
  - To some extent
  - To a great extent
  - To a very great extent
  - To an extremely great extent

The SAOs were rated on the form presented in Appendix D to determine which were appropriate for selection testing purposes.





**TABLE 6**  
**SUMMARY OF BIOGRAPHICAL DATA ON SMEs**  
**(SAO RATING SESSION)**

Gender	Ethnicity	Education	Current Rank	Total Length of Service in Department	Total Length of Service in Current Rank



#### **H. Analysis of SAO Inventory Ratings**

The SME ratings of each SAO on each of the categories were performed. For a SAO to be included as an important component of the Entry-Level Firefighter position, the SAO had to be rated as follows by the SMEs: **1)** important, very important or extremely important to performing the job effectively; **2)** learned before assignment to the job; **3)** longer than a brief orientation period; **4)** distinguishes performance to a great, very great or extremely great extent; **5)** two-thirds (2/3) of the raters had to agree for a SAO to be retained.

The SME ratings are summarized in Appendix F. A list of the SAOs that were retained after the review can be found in Table 7.



**TABLE 7**  
**SAO LIST MEETING TEST CRITERIA**  
**(SAMPLE)**

**A. Reading Comprehension**

The Fire Fighter job requires:

- 1 Ability to use and interpret instructional materials to enhance or update job knowledge .

...

**B. Written Communication**

The Fire Fighter job requires:

4. Ability to document incidents and actions accurately, completely and legibly using standard forms.

...

**C. Listening /Comprehension**

The Fire Fighter job requires:

8. Ability to understand the spoken English language.
9. Ability to understand and follow oral instructions from others.

...

**D. Oral Communication**

The Fire Fighter job requires:

12. Ability to articulate ideas clearly.

...



## **I. Conclusion**

Lists of tasks and skills, abilities, and other characteristics (SAOs) were developed by Morris & McDaniel, Inc. These lists (task list and SAO list) included data from the Department. These lists were edited and rated by subject matter experts (SMEs) from the Department. The SME panel agreed that many of the lists were relevant for the job of Entry-Level Firefighter. The two-thirds level of agreement, where 2/3 of the raters had to agree for the task or SAO to be retained, was used to determine task and SAO importance, to designate tasks and SAOs that met test criteria, and to decide which should be retained for further study.



## **APPENDIX A**

# ***TASK RATING INSTRUCTIONS AND TASK LIST***



## **APPENDIX B**

### ***TASK RATING FORM***



## **APPENDIX C**

### ***SAO RATING ISNTRUCTIONS AND SAO LIST***



## **APPENDIX D**

### ***SAO RATING FORM***





## **APPENDIX E**

### ***SUMMARY OF SME TASK RATINGS***



## **APPENDIX F**

### ***SUMMARY OF SME SAO RATINGS***



# APPENDIX G

## Sample Entry-Level Firefighter Study Guide



# APPENDIX H

## Sample Transportability Study



# CITY OF JURISDICTION

## FIRE DEPARTMENT

### MODEL FOR TRANSPORTABILITY STUDY FOR THE ENTRY-LEVEL FIRE EXAM



#### Submitted by:

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2015

Table of Contents

I. Transportability Study for the Entry-Level Firefighter's Exam (ELF) .....4

    Comparing .....4

    Conclusion .....6



## **I. Transportability Study for the NELF (National Entry-Level Firefighters Exam)**

Transportability refers to the process of demonstrating the validity of a testing procedure that can be used in a new jurisdiction without the necessity of conducting a separate local validation study. By showing substantial comparability between the job upon which the original validation study was conducted and the targeted job in the new jurisdiction, “transportability” of the validation evidence is established. Conducted in this manner, we can conclude the validity of the original study can be generalized to the new jurisdiction. The underlying job analysis of the original and targeted positions are key to demonstrating comparability. Below, we summarize the comparability between these positions. In addition, we attach the firefighter job analysis for the City of Jurisdiction (Appendix A) and the firefighter job analysis for the Major City upon which the test’s validity study was conducted (Appendix B).

### *Comparison of the major work behaviors.*

The Duties included in the inventory describe the major work behaviors of the entry level fire position in the jurisdiction in which our validity study was conducted. In order to determine the similarity of jobs we need to know if these Duties (or most of them) are also important for Fire Entry-Level position in Jurisdiction Fire Department. A full job analysis was conducted which showed that the duties for the jurisdiction in which our validation study was conducted are substantially the same as those for Jurisdiction.

### **COMPARING**

The Job Analysis for Jurisdiction shows that the Skills, Abilities and Other Characteristics (SAOs) are substantially the same for the two jurisdictions. On the next two pages, we present comparisons of duties and SAOs which show that the jobs are substantially the same.



## City of Jurisdiction Entry-Level Firefighter

Comparison of the Duties shows that the jobs are substantially the same.

<b>Major Midwestern City Entry-Level Firefighter Job</b>		
<b>Duties</b>		<b>Important for Both Jobs</b>
<b>I.</b>	<b>Responding to alarms (receiving, processing, and transmitting alarms)</b>	<b>✓</b>
<b>II.</b>	<b>Firefighting and extinguishing operations</b>	<b>✓</b>
<b>III.</b>	<b>“Post-fire” operations, salvage and overhaul, inventory, return to station</b>	<b>✓</b>
<b>IV.</b>	<b>Performing special emergency operations</b>	<b>✓</b>
<b>V.</b>	<b>Accessing fire scenes, rescuing victims and providing first aid and assistance.</b>	<b>✓</b>
<b>VI.</b>	<b>Respond to medical emergency calls</b>	
<b>VII.</b>	<b>Fire prevention, inspection, code enforcing activities including false alarms.</b>	<b>✓</b>
<b>VIII.</b>	<b>Inspecting, testing, cleaning and maintenance of apparatus and equipment</b>	<b>✓</b>
<b>IX.</b>	<b>Fire/arson investigations.</b>	<b>✓</b>
<b>X.</b>	<b>Training activities, preplanning and preparing for fires; conducting and participating in drills</b>	<b>✓</b>
<b>XI.</b>	<b>General management, administration, house watch, and related firehouse duties</b>	<b>✓</b>
<b>XII.</b>	<b>Public relations/community activities</b>	<b>✓</b>
<b>XIII.</b>	<b>Routing to and positioning of apparatus at fireground</b>	

<b>Jurisdiction Entry-Level Firefighter Job</b>		
<b>Duties</b>		<b>Important for Both Jobs</b>
<b>I.</b>	<b>Responding to alarms (receiving, processing, and transmitting alarms)</b>	<b>✓</b>
<b>II.</b>	<b>Firefighting and extinguishing operations</b>	<b>✓</b>
<b>III.</b>	<b>“Post-fire” operations, salvage and overhaul, inventory, return to station</b>	<b>✓</b>
<b>IV.</b>	<b>Performing special emergency operations</b>	<b>✓</b>
<b>V.</b>	<b>Accessing fire scenes, rescuing victims and providing first aid and assistance.</b>	<b>✓</b>
<b>VI.</b>	<b>Fire prevention, inspection, code enforcing activities including false alarms.</b>	<b>✓</b>
<b>VII.</b>	<b>Inspecting, testing, cleaning and maintenance of apparatus and equipment</b>	<b>✓</b>
<b>VIII.</b>	<b>Fire/arson investigations.</b>	<b>✓</b>
<b>IX.</b>	<b>Training activities, preplanning and preparing for fires; conducting and participating in drills</b>	<b>✓</b>
<b>X.</b>	<b>General management, administration, house watch, and related firehouse duties</b>	<b>✓</b>
<b>XI.</b>	<b>Public relations/community activities</b>	<b>✓</b>





## City of Jurisdiction Entry-Level Firefighter

Comparison of the SAOs shows that the jobs are substantially the same.

Major Midwestern City Entry-Level Fire Job			Jurisdiction Entry-Level Fire Job		
Skills, Abilities, and Other Characteristics		Important for Both Jobs	Skills, Abilities, and Other Characteristics		Important for Both Jobs
1.	Associative Memory	✓	151.	Associative Memory	✓
2.	Observational Judgment (Flexibility of Closure)	✓	152.	Observational Judgment (Flexibility of Closure)	✓
3.	Mathematical Computation	✓	153.	Mathematical Computation	✓
4.	Mechanical Reasoning	✓	154.	Mechanical Reasoning	✓
5.	Memory for Ideas	✓	155.	Memory for Ideas	✓
6.	Reading Comprehension	✓	156.	Reading Comprehension	✓
7.	Spatial Orientation	✓	157.	Spatial Orientation	✓
8.	Spatial Scanning	✓	158.	Spatial Scanning	✓
9.	Oral Communication	✓	159.	Oral Communication	✓
10.	Problem Identification & Analysis	✓	160.	Problem Identification & Analysis	✓
11.	Decision Making	✓	I.	Decision Making	✓
12.	Written Communication	✓	B.	Written Communication	✓
13.	Teamwork and Cooperation	✓	R.	Teamwork and Cooperation	✓

## CONCLUSION

A comparison of the Duties and the SAOs shows the jobs to be substantially the same and the NELF test is appropriate to assess the candidates for the Jurisdiction job.



# APPENDIX I

## Sample Structured Oral Interview Validity Report



# **JURISDICTION FIRE DEPARTMENT**

## **CONTENT VALIDATION REPORT FOR THE STRUCTURED ORAL PROCESS**

**FOR**

## **ENTRY-LEVEL FIREFIGHTER**



### **Submitted by:**

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**2015**

## TABLE OF CONTENTS

1. Background.....	2
<i>User .....</i>	2
<i>Dates of Study.....</i>	2
<i>Location of Study .....</i>	2
2. Problem and Setting.....	2
<i>Purpose of Study.....</i>	2
<i>Existing Procedures .....</i>	2
3. Identifying the Job Content Domain .....	3
<i>Job Analysis–Content of the Job .....</i>	3
4. Selection Procedure and its Content.....	3
<i>Minimum Requirements .....</i>	3
<i>The Structured Oral Process.....</i>	3
<i>Identification of Dimensions.....</i>	4
<i>Development and Validation .....</i>	4
5. Relationship between the Selection Procedure and the Job.....	5
6. Alternative Selection Procedures Investigated.....	5
7. Contact Person .....	6
8. Accuracy and Completeness.....	6



This report is designed to correspond to the requirements of Section 15c of the Uniform Guidelines on Employee Selection Procedures (1978).

## **1. Background**

### ***User***

The Jurisdiction Fire Department is in Jurisdiction State.

### ***Dates of Study***

The study was done in 2015.

### ***Location of Study***

The Job Analysis was conducted in Jurisdiction, State. All data analysis took place in the offices of Morris & McDaniel, Inc.

## **2. Problem and Setting**

### ***Purpose of Study***

The purpose of this study was to develop, administer, and score performance-based components that are supported by content validation efforts to aid in selecting qualified individuals for the Entry Level Position. Morris & McDaniel, Inc. developed and validated these procedures. The results of this procedure were used to assist in providing a rank –ordered list of candidates. This study was undertaken by Morris & McDaniel, Inc., for Jurisdiction at the Department's request.

The project followed the plan outlined below:

- Project Planning Discussions
- Review Existing Job Analysis Data and Relevant Literature
- Conduct job analysis
- Recommend Process
- Administration
- Assessor Training
- Monitoring the Assessment Procedures
- Presentation of Rank-Ordered List of Candidates

### ***Existing Procedures***

The past procedure is on record with the City and is available upon request.



Morris & McDaniel, Inc.

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2015

### 3. Identifying the Job Content Domain

In preparation for conducting a test development and validation study, one should review the relevant literature and internal organization information (e.g., job analyses, organizational charts, policies and procedures) to become familiar with the organization and the position. It is important to identify the scope of the project, the specific desires and limitations of the department, the available personnel who can serve as subject matter experts (SMEs), and any special timelines or circumstances that might impact the study. A review of the literature can provide information about the position under study as well as new or modified methods relevant to the job analysis, test development, administration, or scoring process. In addition, it is important to be very familiar with the professional standards and federal guidelines associated with the development and conducting of a job analysis and selection process.

In conducting this study, Morris & McDaniel, Inc., gathered internal organizational data, which included an existing job analysis, job descriptions, and selection procedures that had been conducted for the position in the past. The current research and methodology was modeled after and built upon the research efforts of Morris and McDaniel's work in the field for similar jurisdictions.

All job analysis data were collected and assessment components developed consistent with these data and in accordance with the Standards for Educational and Psychological Tests (American Educational Research Association, American Psychological Association, & National Council on Measurement in Education, 1999) and the Principles for the Validation and Use of Personnel Selection Procedures: Fourth Edition (Society for Industrial and Organizational Psychology, 2003). In addition, deference was given to the Uniform Guidelines on Employee Selection Procedures (Uniform Guidelines; Equal Employment Opportunity Commission, Civil Service Commission, Department of Labor, and Department of Justice, 1978).

#### ***Job Analysis–Content of the Job***

A job analysis report is attached.

### 4. Selection Procedure and Its Content

#### ***Minimum Requirements***

These were provided by the City and are available for review from the City.

#### ***The Structured Oral Process***

The Structured Oral Process Exercise was developed which elicited dimensions that, through the job analyses and SMEs, were determined to be relevant behaviors. Assessors were trained to evaluate the candidates in the Structured Oral Process.



### ***Identification of Dimensions***

The job analysis data were used to identify the most important dimensions of performance for the job, which could be measured through the performance based assessment method. The relevant dimensions and the definitions that were used for the Structured Oral Process are as follows.

The following are the assessment dimensions for the **Structured Oral Process**:

1. ***Problem Identification & Analysis (PI)***

The ability to quickly identify a problem and to analyze it; to notice details or phenomena; to sort out pertinent information; to foresee the consequences of various alternatives. The ability to obtain relevant information from available information and screen out less essential details. The ability to use data and related information in order to evaluate a problem. The ability to logically interpret information in order to solve problems.

2. ***Decision-Making (DM)***

The ability to make sound decisions promptly on difficult problems; the exercise of judgment and consideration of available information; the willingness to make a decision when required. Basically, the ability to use all information to take the most appropriate action and exhibit a willingness to make decisions when necessary.

3. ***Service Orientation (SO)***

The ability to demonstrate a genuine interest and concern for the welfare of the community and its citizens, the department, and the members of the department. A willingness to participate in community and department affairs. The ability to respect and work cooperatively with and provide service to citizens, co-workers, and others without regard to such characteristics as their gender, race, beliefs, or cultural background.

4. ***Oral Communication (OC)***

The ability to express ideas clearly, concisely, and effectively in oral form; to listen to others attentively and with comprehension. The ability to speak clearly, be easy to follow, display self-assurance, and appear unflustered.

### ***Development and Validation***

Job analysis, along with discussions with the SMEs, was used to identify the performance based component to be included. The Structured Oral Process was designed to measure the appropriate assessment dimensions identified for this position. The content validity of the performance based assessment component was established by basing the component development upon the valid job data obtained in the job analysis for the position.



## **5. Relationship between the Selection Procedure and the Job**

The development of the Structured Oral Process assessment component is based on the job analysis for the position. In the job analysis, tasks that are important to the job were identified and rated by experienced subject matter experts. The dimensions assessed in the performance-based assessment component were linked to the job by SMEs. The component and scoring standards were drafted and reviewed by personnel scientists within the firm of Morris & McDaniel, Inc., who have over sixty (60) years of combined experience assessing protective service personnel. The component scoring standards were reviewed by SMEs. The SMEs agreed that the component was relevant. The SMEs also agreed that the component could elicit behaviors related to the performance-based assessment dimensions. Evidence of the content validity of the performance-based assessment component is provided by the following: the linkages of the tasks to the job, the tasks to the performance based assessment dimensions, and the components and scoring standards to the dimensions, and the SME reviewing the components and scoring standards to be sure that the component is relevant to the rank and can elicit behaviors that relate to the performance based assessment dimensions.

### ***The linkage of the Dimensions to the Major Duties***

See Attachment A for instructions and results of linkage of the Dimensions to the Major Duties.

## **6. Alternative Selection Procedures Investigated**

Performance-based assessments have been shown to be valid predictors of job performance. Gaugler, Rosenthal, Thornton, and Benson's (1987) results from meta-analyses report assessment centers' predictive validity coefficient of .37.

In Dr. Robert Guion's text, he explains that the search for alternatives does not apply to content validation.





## **7. CONTACT PERSON**

David M. Morris, Ph.D., J.D.  
Morris & McDaniel, Inc.  
117 South Saint Asaph Street  
Alexandria, Virginia 22314  
(703) 836-3600

## **8. ACCURACY AND COMPLETENESS**

In order to ensure accuracy and completeness in collection, analysis and report of data and results, the following procedures were followed:

1. Experienced professionals were used to direct the development of the exercise.
2. The procedures to guide development are standard procedures that are in accordance with generally-accepted professional standards.
3. The job-related situations in the performance-based assessment exercise were developed by experienced personnel scientists.
4. All three (3) assessors on the Assessment Council completed assessor rating forms. The three (3) forms were compared to ensure that the correct scores were documented.
5. The scores entered in the database were triple checked against the assessor rating forms to ensure the correct scores were used in the analyses.



## **ATTACHMENT A**

Name of Subject Matter Expert

**JURISDICTION FIRE DEPARTMENT  
ENTRY LEVEL FIREFIGHTER**

LINKAGE INSTRUCTIONS  
FOR DIMENSIONS TO DUTY LINKAGE

**Conducted by:**  
Morris & McDaniel, Inc.  
117 South Saint Asaph  
Alexandria, Virginia 22314

## INSTRUCTIONS

### Linkage of Duty Statements to Dimensions



## **DIMENSION DEFINITIONS**



## List of Duty Statements



### Linkage of Duty Statements to Dimensions

	DIMENSIONS								
	CA	PI	DM	SO	OC	TW	WE	I	AD
Duty Statements									
I.  II.  III.  IV.  V.  VI.  VII.  VIII.  IX.  X.  XI.									



## **ATTACHMENT B**

**Job Description provided  
by O\*Net, Dictionary of Occupational Titles**





## **ATTACHMENT C**

### **Job Analysis Report**





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer Specialist

**DATE:** December 5, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0117REBID

Project Name: Austin Fire Department Cadet Hiring

Commodity

Code(s): 92420

Estimated Value: \$500,000 annually

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The Departmental Point of Contact is: Ronnelle Paulsen at Phone: 974-5315

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

*There are no subcontracting opportunities - limited scope of work. However, there are 3 certified firms listed for this scope of work.*

Date: 12-11-2014

Veronica Lara, Director

cc: Lorena Resendiz

*This is a Rebid - see attached No Goals*

Exhibit B – RFP EAD0117REBID, Addendum no. 3



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: EAD0117REBID**

**Addendum No: 3**

**Date of Addendum: 06/02/15**

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This addendum is to incorporate the following changes to the above referenced solicitation:

On May 11, 2015, the City of Austin and the Austin Firefighters Association (AFA) came to a tentative agreement on the terms of a new collective bargaining agreement (CBA). This tentative CBA has been approved by the AFA membership and is scheduled to go before the Austin City Council on June 4, 2015. If ratified by the City Council, the new CBA will apply to any contract that results from this Solicitation.

In reviewing the tentative CBA, Purchasing noted certain requirements that were not previously specified in the Solicitation. These additional specifications are within the general scope of the Solicitation and are sufficiently material to warrant their inclusion at this time.

In order to preserve the current Solicitation process, as well as the significant investments of time and resources by the City and the Offerors, the City hereby amends the Solicitation's contents to include those specific requirements from the tentative CBA.

**1.0 Instructions:**

Offerors who submitted proposals previously deemed to be responsive are requested to review the Solicitation changes (see red-line text as applicable) and submit any revisions to their proposals due to these changes only. Offerors shall respond to this Addendum as set forth below in order for their proposals to remain in consideration. Offerors choosing to revise any aspect of their proposals (i.e. price, references, etc.) shall submit a new red-lined version of their proposal. Offerors choosing not to revise their proposal but still wishing to be considered shall submit a statement acknowledging this addendum and their intention to leave their proposal as-is. Proposal revisions or statements shall be submitted to Purchasing by 12 noon, Central time on Monday, June 8, 2015. Send your revised proposal to Erin D'Vincent by email to: [erin.dvincent@austintexas.gov](mailto:erin.dvincent@austintexas.gov).

The City will review any proposal revisions or statements received. The City will then review and may revise each proposal's evaluation score as applicable. The City may also request interviews as necessary.

**2.0 Revised Scope of Work with redline edits, attached as Exhibit A.**

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin D'Vincent, Senior Buyer Specialist  
Purchasing Office, 512-972-4017

6.2.15  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO THE DUE DATE LISTED IN THIS DOCUMENT. FAILURE TO DO SO WILL CONSTITUTE GROUNDS FOR REJECTION.**

## ***Scope of Work***

### **SOLICITATION NO. EAD0117REBID**

#### **Description: Austin Fire Department Cadet Hiring Process Vendor**

#### **1.0 Purpose and Scope**

The purpose of this solicitation is to secure assistance for the Austin Fire Department (AFD) in developing and implementing a selection process for Fire Cadet hiring. Proposers should describe how their firm would partner with AFD in designing, administering, and validating that portion of the Fire Cadet selection process that occurs after minimum qualification screening and prior to the conditional job offer. Selection process steps after the conditional job offer (e.g. verification of employment, educational, and military records; criminal background checks; and physical, medical, and psychological assessments) are NOT included in the scope of this contract.

AFD has identified specific CORE VALUES for its new hiring process that are critical to achieving a process that best meets its needs. Responses to this RFP shall describe how the responding firm's proposed solution addresses the following CORE VALUES:

- A process that is well defined, from beginning to end, in advance – no confusion
- A process that is job-related for the Firefighter position, and allows AFD to make meaningful selection decisions among candidates based on their likelihood of success in the training academy and on-the-job
- A process that that minimizes adverse impact on minority groups and women, within the constraint of maintaining validity
- An efficient and cost-effective process
- A vendor with a proven track record
- No mistakes, no controversy in the administration of the process

AFD ~~has not specified a particular hiring process design, or specified the use of particular assessment tools, and~~ invites proposers to offer their recommended solutions based on the CORE VALUES and other information in this RFP. ~~However, p~~Proposers should be aware that AFD believes the final, approved selection process will likely include one or more validated, standardized assessments that evaluate whether applicants possess the knowledge, skills, abilities, and other characteristics required to be successful in AFD Fire Cadet training and as Firefighters on-the-job. Responses shall describe all assessment tools that the proposer reasonably believes may be used as part of its solution, shall include a discussion of how each assessment tool would be validated for use at AFD, and shall include any confirmatory job analyses and technical reports that support the use of each such assessment tool for selecting Fire Cadets. Responses shall also describe the proposer's strategy for conducting a local

criterion-related validation study after the first administration of the process in Austin, including a discussion of the timing and methodology of the local validation study.

## **2.0 Background**

### **2.1 General Background**

AFD employs over 1,100 certified personnel (600+ in the rank of Firefighter) at 44 fire stations and an Airport Fire Rescue station at Austin Bergstrom International Airport. AFD provides emergency fire, rescue, and first responder services to residents and visitors. Emergency paramedic (Advanced Life Support) and transport services are provided by a separate City of Austin EMS Department. During FY2013, AFD responded to more than 86,000 incidents, including almost 63,000 medical calls for service.

AFD is a career fire department with many divisions, including Arson Investigations, Hazardous Materials and Special Operations with urban/wild land interface and other complex rescue services over land and water. As an urban metropolitan fire department, it encompasses much more than fire and rescue services, including public education, prevention services, permitting and code enforcement, and numerous other service-related areas.

The City of Austin values statement is organized around the acronym PRIDE which stands for **P**ublic service & engagement, **R**esponsibility & accountability, **I**nnovation & sustainability, **D**iversity & inclusion, and **E**thics & integrity. AFD's Mission Statement states a commitment to "creating safer communities through prevention, preparedness and effective emergency response."

The new selection process will be used for all Fire Cadet candidates, all of whom will be external candidates. Historically, most applicants come from the central Texas region, but, because the jobs and location are very attractive, there are also applicants from outside the central Texas region as well as other states. AFD's needs for hiring never cease and openings are constantly occurring through general attrition, retirements, etc. Minimum qualifications to apply for the job are: 18 to 35 years of age; U.S. citizenship or other status to work lawfully in the U.S. for AF; ability to read, write, and speak English; and completion of either 2 years of military experience with an honorable discharge, or 15 credit hours at an accredited 2- or 4-year college or university.

During the last hiring cycle, AFD received more than 4,800 applications through the City of Austin's online employment application system. This mechanism, after being prescreened for minimum qualifications, resulted in more than 4,000 applicants being invited to sit for the initial written test, with over 2,800 applicants actually taking the written test. That applicant group was approximately 39% White, 36% Hispanic, 12% Black, and 13% other or unspecified

race/ethnicity. Eleven percent of applicants who took the initial written test were female. Every applicant who took the written exam was invited to participate in a structured oral interview, and over 2,000 interviews were conducted.

Under AFD's normal hiring practices, approximately 100 to 150 eligible candidates are invited each year to go through the pre-hire assessments, including: the Candidate Physical Ability Test (CPAT); medical and psychological evaluations based on a written and interview process; and personal background history verification and criminal check. Candidates who pass all the assessments are placed on a hiring list for future Fire Cadet Academies. AFD generally hosts two such academy classes per year, with 25 to 30 cadets in each class. Since there were no Cadet Academies during the past twelve months, AFD expects that Academies will be larger in 2014-2015, with perhaps 35 to 50 Fire Cadets in each class.

## **2.2 Special Considerations**

Proposers should be aware of the following special considerations. First, on November 7, 2014, the federal court in Austin approved a consent decree between the U.S. Department of Justice (DOJ) and the City of Austin (City) resulting from an investigation of AFD's 2012 and 2013 cadet hiring practices. A copy of the consent decree may be found at this link:

[http://www.austintexas.gov/sites/default/files/files/Fire/Applicants/2014/consentdecree\\_final\\_11\\_0714.pdf](http://www.austintexas.gov/sites/default/files/files/Fire/Applicants/2014/consentdecree_final_11_0714.pdf)

Responding firms will be expected to fully cooperate and assist the City in complying with those parts of the consent decree relevant to this contract. In particular, please note Part III.C.6 of the consent decree (pp. 13-17), which requires the City to provide certain information to DOJ about the hiring process that is the subject of this solicitation, and gives DOJ certain rights to object with respect to that process.

In addition, the consent decree provides specific hiring relief to certain candidates from AFD's 2012 cadet hiring process. See, Sec. III.F.5 of the decree (pp. 24-28). Under the decree, Hispanic and African-American candidates from the 2012 hiring process who were not hired, and who meet certain eligibility requirements, will be eligible for "priority hire" status in future Fire Cadet academy classes. The consent decree provides that these candidates for priority hire positions will go through the new selection process that is the subject of this contract (see, App. E to the consent decree). AFD estimates that including this priority hire candidate pool may add as many as several hundred additional candidates to the hiring process that is the subject of this contract.

Second, ~~in the past the cost and administrative complexity associated with the 2012 and 2013 hiring practices — including running thousands of candidates through written and oral~~



~~assessments in a matter of days (4 to 5 days per annual cycle) — is daunting.~~ AFD is looking for innovative concepts in assessing candidate skills that are more inviting for the recruit and more cost effective for the department. AFD hopes to improve the experience for the test taker without inflating the cost of test administration, since the cost is funded by the City's taxpayers.

## 2.3 Minimum Qualifications

Proposers who do not meet these minimum requirements will not be considered for this solicitation.

1. Proposer shall have experience in implementing hiring solutions:
  - a. With municipal fire departments, and
  - b. With applicant pools that are 1,000 persons or greater.
2. Proposer shall have hiring solutions that are currently in production and have been so for at least one (1) year.
3. Proposer shall be able to produce documentation of the validity of proposed assessment tools in assessing Firefighter Cadet job-related critical skills and abilities.

## 3.0 Tasks/Requirements

### 3.1 Contractor's Responsibilities

3.1.1 Recommended Solution. The proposer's response shall identify its recommended solution for the design and administration of a Fire Cadet selection process based on the CORE VALUES and other background information described in this RFP. The hiring selection process must include, at a minimum, a cognitive test, and an oral assessment process. The hiring selection process may include non-written selection devices. Pass/fail type exams may be used to establish candidate pools that are at least minimally qualified to continue in the hiring process. The cognitive assessment shall test for multiple cognitive components. The vendor will decide which and how many cognitive components to include. In doing so, the vendor must:

- Use cognitive components that have been deemed to be important for successful performance as an Austin fire fighter (non-exclusive examples: Verbal Comprehension, Verbal Expression, Problem Sensitivity, Deductive Reasoning, Inductive Reasoning, Information Ordering, Numeric Facility, Mathematical Reasoning, Mechanical Aptitude, and Spatial Orientation).
- Make reasonable efforts to explore the availability of, and if available, use cognitive components which have been shown to reduce or eliminate disparate impact upon African-Americans, Hispanics and Women without diminution of job-relatedness as set out in this subsection.

The oral assessment process shall be videotaped. Evaluators will be provided at least 8 hours of training. This evaluator training will include frame-of-reference training designed to reduce evaluator panel variance.

Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list in the rank order determined from their composite scores on all scored selection devices used in that hiring cycle. Applicants on the eligibility list may be offered a position as fire cadets in any upcoming AFD Cadet Training Academy class in rank order during the life of the eligibility list.

The overall process shall enable AFD to select Fire Cadets who can best meet AFD's job performance and behavioral requirements, while minimizing adverse impact within the constraint of validity. In evaluating proposals received, AFD will look for methodology and deliverables that are consistent with existing professional, scientific, and regulatory standards, and best practices, for employee selection processes.

Proposers should be aware that their recommended solution may be modified as a result of discussion and consultation with AFD, or in accord with the consent decree, either before or after the vendor selection decision is made.

- 3.1.2 Assessment Tools. The proposer's recommended solution shall describe the assessment tool(s) that the proposer believes will best address the CORE VALUES and other background information described above. With regard to each assessment tool, written and oral, please provide the following information:

3.1.2.1 Origin: Who developed this assessment? Who supports and maintains it now?  
When was the present form of the assessment released?

3.1.2.2 List and define the constructs (knowledge, skills, abilities, personality, interests, experience) the assessment measures.

3.1.2.4 Describe the assessment design, e.g., fixed item pool, adaptive testing, etc.

3.1.2.5 Items: How many items does the assessment contain? Describe each type of item and response format in the assessment. Provide a sample of each item type.

3.1.2.6 Alternate Forms: Are alternate forms available? If yes, how many alternate forms? How was form comparability established?

3.1.2.7 How can AFD preview the assessment? Is an assessment demo available?

- 3.1.3 Assessment Development and Validation. Describe the assessment development process for a written and an oral assessment, and attach a copy of relevant technical report(s) or manual(s). Provide additional information on the following:

3.1.3.1 Summarize available evidence for criterion-related validity conducted by your company.

3.1.3.1.1 Provide the number of studies completed, total sample size of each, number of organizations and types of jobs included, criterion measures used, and uncorrected mean  $r_{xy}$ .

3.1.3.1.2 Describe any studies performed by your company (including results) conducted specifically on Firefighter Cadet or Firefighter applicants.

3.1.3.1.3 Summarize separately any studies (including results) in which fire academy outcomes, supervisor ratings, and job performance results were used as criterion measures.

3.1.3.1.4 Provide evidence that the cognitive assessment has a demonstrable criterion-related validity, using a Pearson correlation coefficient, of at least .28 (corrected using only predictor range restriction and criterion unreliability) with overall job performance as the criterion used to validate the test.

3.1.3.2 Describe other existing types of validity evidence.

3.1.3.3 What reading difficulty level is required to take the assessment? How was this reading difficulty level determined?

3.1.3.4 Describe the assessment's reliability and how it was estimated.

3.1.3.5 Describe any utility studies that have been completed, and summarize the results.

3.1.3.6 Describe the process used to determine whether the assessment is appropriate for particular jobs. Is there an established process for documenting validity transportability? If so, please describe it.

3.1.3.7 Describe the composition of any norm group(s) used to help set critical scores or provide percentile equivalents of applicant scores.

3.1.3.8 What organizational performance outcome(s) can AFD expect?

3.1.3.9 Describe any ongoing or planned research involving this assessment and any design changes planned for the next 18 months.

3.1.4 Administration of the Assessments. The proposer should describe its recommended strategy for administering and scoring each recommended assessment tool. The cognitive assessment must be at least 20% of the total composite score. Special note: proposers will be responsible for staffing and administering their recommended

assessments with limited support from the City, as described in Section 3.2, below. This responsibility can be met either through direct staffing by the vendor, or subcontracting with another firm acceptable to the City.

3.1.4.1 Describe the administration of the assessment(s) in the AFD environment and describe the assessment sessions; their content, who would administer them, and the number of applicants that can be accommodated in each one. Provide specific information on the following:

3.1.4.2 Timing: Is the assessment timed? If so, what is the time limit, and how is elapsed time measured? If not, how long does it typically take to complete?

3.1.4.3 What administration methods are supported, e.g., paper-and-pencil, PC-based, or web-based?

3.1.4.4 List any facilities, equipment or materials required to administer the assessment at each testing site, including system requirements other than a PC and internet connection.

3.1.4.5 Proctoring: Is proctoring required or recommended? Why or why not? If not, can the assessment be administered remotely? If so, describe how candidate identification is verified and threats to validity and test security are minimized.

3.1.4.6 Describe your firm's record keeping, archiving and assessment data maintenance processes.

3.1.4.7 What methods are recommended for using results to make operational decisions, e.g., cutoffs, bands, combination with other assessments in a compensatory model? How are qualifying thresholds established?

3.1.4.8 Can assessment scoring or content be customized? If so, how can it be customized? At what cost?

3.1.4.9 Score reports: Include a sample of each available report format. Do clients have access to their own score database? If so, can they run score report queries?

3.1.5 Defensibility. Describe how the proposer would defend the validity of its assessments and proposed hiring process if challenged in court. In addition to any other narrative the Proposer deems relevant, please indicate:

3.1.5.1 What examinee reaction data have been collected? What do they show?

3.1.5.2 How large are racial/ethnic group score differences in standardized mean differences between racial/ethnic groups (d scores)?

3.1.5.3 Have any of the proposed assessments produced adverse impact ratios (AIRs) of less than 80% on African-American/Black, Hispanic and/or female applicants? What are typical AIRs for the assessments for these groups? On what samples and sample sizes are these adverse impact ratios based?

3.1.5.4 Have fairness analyses been conducted in which regression lines for white and racial/ethnic minorities were compared? If so, what were the results?

3.1.5.5 Has use of any proposed assessment been challenged? If yes, by whom, before whom, when and under what circumstances? What was the outcome?

3.1.5.6 Explain how decision rules (e.g., critical scores, score bands, composite scores) for use of assessment scores in the selection process would be developed and defended?

3.1.6 Cooperation. The successful proposer shall agree to provide promptly any information about the design, scoring, or administration of its proposed hiring process, and any information about the composition, use, or validity of its written or oral assessments, in response to a written request from a federal or state enforcement agency resulting from the performance of this contract. This requirement will apply regardless of whether such request is made to the proposer or to the City. In addition, the proposer shall agree to provide on reasonable notice testimony about its assessments and the hiring process under this contract required in any court or in administrative proceeding. The City shall compensate the proposer at a pre-determined hourly rate for any such testimony requested by the City.

3.1.7 Hiring Cycle Timeline. The City's goal is to conduct the first administration of the hiring process under this contract by ~~Fall-late summer~~ 2015. With that goal in mind, provide a timeline for proposed work activities from kick-off meeting and job analysis research to the creation of an eligibility list and follow-up validity reporting (1 complete hiring cycle).

## **3.2 City's Responsibilities**

3.2.1 The City has an online job application system that shall be used by applicants as the entry portal into the Fire Cadet hiring process. Information input into the online application system is dated and time stamped, and becomes the City's official record of the candidate's background and contact information. Applicant information will be provided to the selected vendor for the purpose of administering assessments.

3.2.2 Representatives from the City's Civil Service Office and AFD will:

- be available for consultation and coordination of assessment administration;
- communicate assessment process information to applicants via email and the department's website;
- respond to questions from applicants, seeking clarification from the vendor when needed;
- assist the vendor with securing resources such as local testing venues or interview evaluators, if needed; and
- post assessment scores and notify candidates who are eligible for pre-hire assessments.

3.2.3 AFD will be responsible for verification of employment, educational, and military records; criminal background checks; and physical (CPAT), medical and psychological assessments that take place after the conditional job offer has been made. These assessments are pass/fail and, when completed, result in a final eligibility list for Fire Cadet hiring.

**4.0 Anticipated Timeline**

RFP Release	December 22 <sup>nd</sup> , 2014
RFP Due Date	January 28 <sup>th</sup> , 2015
Evaluation Phase I – Expert Evaluation	Month of February
Evaluation Phase II – User Evaluation	Beginning of March
Potential Interviews	Last week of March
City Council Approval	Late <del>May or</del> June 2015

**5.0 Milestones/Deliverables** At a minimum, the City expects all proposals to include the milestones and deliverables described in the table on the following page.

Milestone / Deliverable	Description of Contractor's Responsibilities	Timeline (due/completion date or reference date)	Performance Measures (Acceptance Criteria)	Contract Reference/ Section
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Exhibit A

<b>Step 1: Pre-Work</b> <ul style="list-style-type: none"> <li>Initial planning</li> <li>Job analysis</li> <li>Validation &amp; transportability documentation</li> <li>Selection process design</li> </ul>	<ul style="list-style-type: none"> <li>Conduct kick-off meeting</li> <li>Perform and document job analysis research</li> <li>Identify proposed assessment(s) and develop proposed selection process</li> <li>Document evidence for transporting validity for proposed assessments to AFD Firefighter Cadet job</li> <li>Present and discuss process proposal and rationale with City representatives</li> <li>Answer questions from City and/or DOJ</li> </ul>	6 weeks after contract signed	Delivery of acceptable job analysis, assessment validation, and transportability documentation City and DOJ approval of proposed selection process	3.1.2
<b>Step 2: Development of Assessment Plan and Materials</b> <ul style="list-style-type: none"> <li>Final assessment materials and administration plan</li> <li>Candidate study guide</li> <li>Schedule for process administration</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate assessment administration timeline and resources with City Develop final plan for assessment administration</li> <li>Provide candidate study materials</li> <li>Supplement transport validity evidence as required to cover final versions of assessments</li> </ul>	1 month after completion of Step 1	City approval of assessment(s), assessment administration plan, and candidate study guide	3.1.3
<b>Step 3: Administration &amp; Scoring</b> <ul style="list-style-type: none"> <li>Administration of assessment(s)<sup>4</sup></li> <li>Scoring of assessment(s)</li> </ul>	<ul style="list-style-type: none"> <li>Administer <u>cognitive and oral</u> assessments as required by City</li> <li><u>Develop and conduct of assessment administrator training and evaluator training.</u></li> <li>Score assessment(s)</li> <li>Provide raw assessment scores for each candidate to City</li> </ul>	Raw scores delivered to City within 2 weeks of completion of each assessment	Assessment(s) correctly and timely administered and scored; raw assessment scores delivered to City as required	3.1.5
<b>Step 4: Analysis of Results</b> <ul style="list-style-type: none"> <li>Analysis of scores</li> <li>Adverse impact study</li> <li>Consideration of less adverse alternatives (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>Analyze and support defensibility of <u>cognitive and oral</u> assessment scores</li> <li>Recommend use(s) of scores to mitigate identified adverse impact (if any) while maintaining validity</li> </ul>	3 weeks after raw assessment scores are provided to City	Delivery to City of required score analyses, and City's approval of recommended use of scores	3.1.4
<b>Step 5: Post-Hire Validation</b> <ul style="list-style-type: none"> <li>Assessment of process based on AFD cadet academy &amp; probationary firefighter performance</li> </ul>	<ul style="list-style-type: none"> <li>Analyze performance of candidates in cadet academy and during firefighter probation</li> <li>Prepare report summarizing analysis</li> </ul>	1 month after completion of firefighter probation period for each cadet class	Delivery of acceptable documentation to City showing Contractor's completion of required work	3.1.3

<sup>4</sup> ~~This should include development and conduct of assessment administrator training, as required.~~

Exhibit A

<b>Step 6: Final Evaluation</b> <ul style="list-style-type: none"><li>• Completion of hiring cycle</li><li>• Final report and recommendations on assessment process</li></ul>	<ul style="list-style-type: none"><li>• Deliver report summarizing successes and challenges of the hiring process</li><li>• Provide recommendations for process improvement in next hiring cycle</li></ul>	1 month after completion of firefighter probation period for each cadet class	Delivery of acceptable documentation to City showing Contractor's completion of required work	3.1.6
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