



Amendment No. 2
to
Contract No. NA180000156
for
Police Cadet Pre-Employment Assessment
between
Fire & Police Selection Inc.
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective July 26, 2019 through July 25, 2020. Three options will remain.
- 2.0 The total contract amount is increased by \$55,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/26/2018 – 07/25/2019	\$55,000.00	\$55,000.00
Amendment No. 1: Price Adjustment & Scope Clarification 04/19/2019	\$0.00	\$55,000.00
Amendment No. 2: Option 1 – Extension 07/26/2019 – 07/25/2020	\$55,000.00	\$110,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

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

Printed Name: Erin D Vincent
Authorized Representative

Sign/Date: eadu 7.23.19

Erin D'Vincent
Procurement Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No.1
Of
Contract No. NA180000156
For
Police Cadet Pre-Employment Assessment
Between
Fire & Police Selection Inc. (FPSI)
And The
City of Austin

- 1.0 The City hereby acknowledges a price change for the pre-employment assessments. In accordance with the Contract's Section 0400, Paragraph 20, the pricing listed in Exhibit A – BAFO Rates is hereby revised as follows:

Section 2 – Pre-Employment Assessment Pricing		
NUMBER OF APPLICANTS		PRICE PER APPLICANT
2.1	501 – 999	\$20.00 \$15.00
2.2	1,000 – 1,499	\$17.00 \$15.00
2.3	1,500 +	\$14.00 \$15.00

- 2.0 The City hereby acknowledges changes to the Contractor Responsibilities for pre-employment assessments. In accordance with the Contract's Section 0500, section 5, the Contractor Responsibilities is hereby revised as follows:

Section 5 – Contractor Responsibilities	
5.4	Is hereby deleted in its entirety and replaced with "Delivering assessments to the City within 10 business days of written request."
5.5	Is hereby deleted in its entirety.
5.6	Is hereby deleted in its entirety.
5.7	Is hereby deleted in its entirety and replaced with "Performing other ancillary tasks not specified in this scope of work but clearly necessary to the successful development of the assessment."

All other Contract terms and conditions remains the same.

3.0 The total contract amount is unchanged. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 07/26/2018 – 07/25/2019	\$55,000.00	\$55,000.00
Amendment No. 1: Price Adjustment & Scope Clarification 04/19/2019	\$0.00	\$55,000.00

4.0 MBE/WBE goals were not established for this contract.

5.0 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.

6.0 All other terms and conditions remain the same.

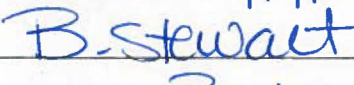
BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date

 6/6/19
Printed Name Stacy L. Bell
Authorized Representative E.V.P.

Fire & Police Selection Inc.
193 Blue Ravine Road
Folsom, CA 95630

Signature & Date 6/10/19


Printed Name Bridney Stewart
Authorized Representative

City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Fire & Police Selection Inc. (FPSI) ("Contractor")
for
Police Cadet Pre-Employment Assessment
MA 8700 NA180000156**

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 Fire & Police Selection Inc. (FPSI) having offices at 193 Blue Ravine Road, Ste. 270, Folsom, CA 95630 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 8700 EAD3001.

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 (RFP), 8700 EAD3001 including all documents incorporated by reference

1.1.3 FPSI's Offer, dated June 19, 2018, 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 four (4) twelve (12) month extension option(s), subject to the approval of the City Purchasing Officer or designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$55,000 for the initial Contract term and \$55,000 for each extension option, for a total contract amount Not-to-Exceed \$275,000. Payment shall be made upon successful completion of services as outlined in the Scope of Work.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City.

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

1.6.1 Exhibit A - BAFO rates

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 City has caused a duly authorized representative to execute this Contract on the date set forth below.

FPSI

CITY OF AUSTIN

Stacy L. Bell, MS

Printed Name of Authorized Person

Erin D'Vincent

Printed Name of Authorized Person

[Signature]

Signature

[Signature]

Signature

Executive Vice President

Title:

Procurement Specialist IV

Title:

7/25/18

Date:

7.26.18

Date:

Best and Final Offer
City of Austin Purchasing Office
Section 0610 Pricing Sheet
RFP 8700 EAD3001

Section 1 - Job Analysis Pricing - must be included


RANK		PRICE
1.1	Patrol Officer	\$19,500.00

Section 2 - Pre-Employment Assessment Pricing

NUMBER OF APPLICANTS		PRICE PER APPLICANT
2.1	501-999	\$20.00
2.2	1,000-1,499	\$17.00
2.3	1,500+	\$14.00

Section 3 - For Informational Purposes Only

3.1	Expert Legal Support Fee (per Hour)	\$375/hr for support \$450/hr for testimony
3.2	Administrative Legal Support Fee (per Hour)	\$100.00/hr

 7-19-10

Request for Proposal

The City of Austin

Police Cadet Pre-Employment Assessment

RFP#: 8700 EAD3001

ORIGINAL



**PREPARED BY FIRE & POLICE SELECTION, INC.
193 Blue Ravine Rd., Ste. 270
Folsom, CA 95630**

June 19, 2018

Table of Contents

Section I

City of Austin Purchasing Office Documents.....	(Tab 1)
Authorized Negotiator.....	(Tab 2)
Executive Summary.....	(Tab 3)
References.....	(Tab 4)
Experience and Qualifications.....	(Tab 5)
Assessments: Design and Content, Validation, and Defensibility.....	(Tab 6)
Required Documents.....	(Tab 7)
<i>Five (5) Sample Written Exam Questions</i>	(Exhibit A)
<i>Sample Feedback Forms</i>	(Exhibit B)
<i>Timeline of Tasks</i>	(Exhibit C)
<i>Illustrative Examples of Items in Assessments</i>	(Exhibit D)*
<i>Assessment Demo</i>	(Exhibit E)*
<i>Study Guide</i>	(Exhibit F)*
<i>Technical Reports and Studies</i>	(Exhibit G)*
Timeline.....	(Tab 8)

Section II

Price Proposal

- Pricing Sheet A
- Pricing Sheet B

****Proprietary and Copyrighted Materials not to be shared with the public.***

SECTION I

Request for Proposal

The City of Austin

Police Cadet Pre-Employment Assessment

RFP#: 8700 EAD3001



**PREPARED BY FIRE & POLICE SELECTION, INC.
193 Blue Ravine Rd., Ste. 270
Folsom, CA 95630**

June 19, 2018

TAB 1



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

SOLICITATION NO: RFP 8700 EAD3001

DATE ISSUED: Monday, May 21, 2018

REQUISITION NO.: RQM 8700 18051000496

COMMODITY CODE: 92420

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

Erin D'Vincent
Procurement Specialist IV
Phone: (512) 974-3070
E-Mail: Erin.DVincent@austintexas.gov

Erika Larsen
Procurement Specialist II
Phone: (512) 974-3127
E-Mail: Erika.Larsen@AustinTexas.gov

COMMODITY/SERVICE DESCRIPTION: Police Cadet Pre-Employment Assessment

**NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME
AND DATE:** 8:30 AM, Central Time, Thursday, May 31, 2018
Conference line available: 512-974-9300 Code: 810786

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

PROPOSAL DUE PRIOR TO: 2:00 PM(CST) Tuesday, June 19, 2018

PROPOSAL OPENING TIME AND DATE: 3:00 PM(CST)
Tuesday, June 19, 2018

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 8700 EAD3001	Purchasing Office-Response Enclosed for Solicitation # RFP 8700 EAD3001
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVES) 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	5
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0610	PRICING SHEET	1
0630	EXCEPTIONS	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** 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 the * Sections are available on the Internet at the following online address:**

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 8th 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.

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: Fire & Police Selection, Inc.

Company Address: 193 Blue Ravine Rd., Ste. 270

City, State, Zip: Folsom, CA 95630

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Stacy L. Bell

Title: Executive Vice President

Signature of Officer or Authorized Representative: 

Date: 6-19-18

Email Address: stacy@fpsi.com

Phone Number: 916.294.4242 x245

*** Proposal response must be submitted with this signed 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 could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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

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 by check 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:

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

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

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. AUDITS and RECORDS:

- 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. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

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 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.

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

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 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

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

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 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.

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

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 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 48. 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 March 2013).

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

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.

- 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 City may request that the Contractor 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.
- 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. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall 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

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

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, 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 2nd Street, 4th 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. **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.

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

39. **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.
40. **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.
41. **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 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.
42. **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.
43. **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.
44. **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.
45. **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.
46. **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.
47. **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.

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

48. 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.
- 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.

49. **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.

50. **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.

51. **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

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

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.

52. **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.

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

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.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **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.

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

- 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.
- 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
SOLICITATION NO.: RFP 8700 EAD3001**

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 writing to erin.dvincent@austintexas.gov at least ten (10) calendar days before the solicitation due date.

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

OR

PURInsuranceCompliance@austintexas.gov

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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP 8700 EAD3001**

- (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
 - (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 \$500,000 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 commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 180 calendar days unless mutually agreed on by both parties 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 life of the contract.
- E. The City reserves the right to cancel this contract without cause, per Section 0300, Item 28 if the City and APA enter into a new labor agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP 8700 EAD3001**

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
Department	Austin Police Department
Attn:	Accounts Payable
Address	P.O. Box 1629
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. **RECYCLED PRODUCTS:**

- A. The City prefers that the materials submitted by the Contractor during the course of the contract contain recycled materials.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

6. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP 8700 EAD3001**

- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

7. 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 certify 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>

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 Contractor will retain ownership of all intellectual property.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP 8700 EAD3001**

- A. The City needs a non-exclusive license to use any deliverables to the extent necessary to administer the test.
 - B. The City needs a non-exclusive, world-wide irrevocable, royalty-free, fully paid up license to any and all validations or similar reports, and any and all scored reports, test reports, etc.
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:

Daniel Dellemonache, Contract Compliance Associate, APD

Daniel.Dellemonache@ausps.org

(512) 974-5057

*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.

**CITY OF AUSTIN
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
SCOPE OF WORK
SOLICITATION NO.: RFP 8700 EAD3001**

1. PURPOSE

The City of Austin ("City") seeks Contractors qualified and experienced in the development and administration of pre-employment assessments for law enforcement positions. The City seeks a scored pre-hire assessment that will be used to create a rank-ordered hiring eligibility list for the position of police officer in the Austin Police Department ("APD"). The assessment shall have the following characteristics:

- A.** Compliant with the statutory requirements for entrance examinations set out in Texas Local Government Code §143.025;
- B.** Demonstrable validity, i.e. effectively measures characteristics required for satisfactory job performance in the job position;
- C.** The ability to distinguish meaningfully among candidates and generate a rank-ordered list of highly qualified candidates; and
- D.** A design that minimizes potential adverse impact on minority candidates.

The Contractor shall have demonstrated experience and specialization working with police departments in major metropolitan areas. The Contractor shall provide evidence of developing examinations that have been successfully used to demonstrate a candidate's KSAPs within police departments in municipalities with comparable populations and sworn rank strength. The Contractor shall be able to demonstrate that the proposed assessment correlates with KSAPs that are relevant to performance as an entry level police officer at APD. The assessment scores will be an evaluative component of candidate ranking for positions in police cadet academies at APD in accord with LGC §§143.023-026.

Administration of the assessment shall be coordinated between the selected Contractor and the City of Austin Civil Service Office.

2. BACKGROUND

The APD employs almost 1,908 sworn personnel at 7 police facilities. APD handled over 40,000 calls for service in 2017. APD is a career police department with many divisions including Air Support Unit, Airport Police, Recruiting Unit, Highway Enforcement, Motorcycle Division, Executive Protection Team, Mounted Patrol, Intelligence Unit, Internal Affairs Division, Special Investigations Unit, Homicide Unit, Robbery Unit, Sex Crimes Unit, Child Abuse Unit, Bomb Squad, Austin Regional Intelligence Center, Computer Forensics, the Animal Cruelty Unit, and Training Academy. As an urban metropolitan police department, it encompasses much more than police services, including public education, community policing, and a myriad of other service related areas.

Historically, APD has been a party to a series of labor agreements with the Austin Police Association ("APA"), a labor organization representing APD sworn personnel. These labor agreements have allowed APD to conduct its hiring processes in a different manner from the statutory hiring process otherwise mandated for municipal police departments under LGC Chapter 143. The most recent labor agreement between the City and the APA expired in December 2017, and there is no current labor agreement in effect. Because APD has not used the statutory hiring process in LGC Chapter 143 for over 20 years, it does not have an existing written assessment that is compliant with that statute. This contract is intended to provide APD with a hiring process that is compliant with LGC Chapter 143.

APD and the APA have initiated some discussions for a new labor agreement, but it is not possible to say with certainty whether, or when, the City and the APA might enter into a new labor agreement. Likewise, it is not possible at this time to predict with certainty what entry level hiring provisions might be included in any such new labor agreement. The City reserves the right to cancel this contract without cause, per Section 0300, Item 28 if the City and APA enter into a new labor agreement.

APD has frequent, ongoing employment opportunities due to promotions, general attrition, retirements, etc. The department estimates that it will receive approximately 1,000-1,500 applications from candidates that meet the minimum qualifications for each examination. Currently, APD plans to accept online applications for the hiring cycle to which this contract applies during the 4th calendar quarter of 2018. APD anticipates conducting the

**CITY OF AUSTIN
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
SCOPE OF WORK
SOLICITATION NO.: RFP 8700 EAD3001**

assessment described in this scope of work initially in January 2019, and plans to use the results of the assessment to staff police cadet academies later that year.

3. DEFINITIONS

- 3.1. Assessment – A scored examination meeting the requirements of LGC §143.025 that can be used by APD to appoint police cadet candidates to a cadet academy in accord with the requirements of LGC Chapter 143.
- 3.2. Civil Service Office – A division of the City of Austin Human Resources Department responsible for ensuring compliance with Chapter 143, Texas Local Government Code, local Civil Service Rules established by the Civil Service Commission. The City of Austin Civil Service Office shall be responsible for the administration of the written exam as it pertains to venue selection, proctoring, exam security, distribution of materials, and collection and accountability of materials. The Civil Service Office works in partnership with the Austin Police Department in the overall administration of entry level hiring process for police cadets.
- 3.3. KSAP – knowledge skills, abilities, and personal characteristics.
- 3.4. LGC – Texas Local Government Code.
- 3.5. Ranked List – List of candidates in rank order received from the Contractor following the written exam.
- 3.6. SIOP – Society of Industrial Organizational Psychologists.

4. CONTRACTOR MINIMUM REQUIREMENTS

- 4.1. **Prior experience.** The Contractor shall have demonstrated experience in the design and administration of assessments for public safety operations, including police departments. Experience with design and administration of assessments for public safety operations whose hiring processes are subject to LGC §143.025 is highly desirable.
- 4.2. **Validation expertise.** The Contractor shall have demonstrable expertise in validating assessments in accord with accepted professional standards (e.g., “Uniform Guidelines on Employee Selection Procedures” (1978); “Principles for the Validation and Use of Personnel Selection Procedures” (SIOP, 2003)).
- 4.3. **Existing Assessment Tool.** The Contractor shall either: (a) have an existing assessment tool that can be used for this engagement without significant modification; or (b) demonstrate how it can create an assessment meeting the criteria stated in Parts 1.A.-D., above, within the timing constraints of this contract.
- 4.4. **Ability to meet APD’s time requirements.** APD expects to conduct the initial administration of the assessment in the second half of January 2019. The Contractor shall be able to demonstrate that it can successfully complete all pre-administration responsibilities in a timely basis to meet this timetable.

5. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following actions:

- 5.1. Creating the assessment.
- 5.2. Providing a written certification that the assessment is valid and job-related for use in hiring entry level police officers at APD in accord with accepted professional standards (e.g., “Uniform Guidelines on Employee Selection Procedures” (1978); “Principles for the Validation and Use of Personnel Selection Procedures,” SIOP, 2003).
- 5.3. Creating test preparation/study materials and making them available electronically without charge to candidates;

**CITY OF AUSTIN
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
SCOPE OF WORK
SOLICITATION NO.: RFP 8700 EAD3001**

- 5.4. Reproducing or otherwise making the assessment available to all candidates, delivering the assessments to the exam site, and having a representative available onsite the day the assessment test is administered;
- 5.5. Maintaining the security of all assessment materials while such materials are in the Contractor's custody;
- 5.6. Scoring of the completed assessments, creating a rank-ordered list, and sending the results to the Civil Service Office within 5 business days after the assessment is administered; and
- 5.7. Defending the assessment results through expert testimony in any court or at administrative proceedings. Contractor shall specify the rate at which such services will be compensated for the defense of such challenge, if any, on the 0610 Rate Sheet.
- 5.8. Performing other ancillary tasks not specified in this scope of work but clearly necessary to the successful development and administration of the assessment.

The assessment provided by the Contractor shall:

- 5.9. Measure KSAPs necessary to satisfactory performance as a professional police officer with APD (job description attached);
- 5.10. Be compliant with requirements of LGC §143.025 and may not evaluate knowledge of law enforcement techniques;
- 5.11. Be a time-limited selection device;
- 5.12. Have scoring on a quantitative scale based on a maximum of 100 percent, with scores determined entirely by the answers to the questions; and
- 5.13. Be valid and job-related for use in hiring entry level police officers at APD in accord with the "Principles for Validation and Use of Employees Selection Procedures" (SIOP) and the "Uniform Guidelines for Employee Selection Procedures" (DOJ, DOL, EEOC, U.S. Civil Service Commission).

6. DELIVERABLES

In carrying out the actions listed in Part 5, above, the Contractor shall be responsible for the following deliverables:

- 6.1. A timeline for the Contractor's proposed work plan from project initiation through transmission of the candidate assessment scores, which may not exceed three months. The timeline shall represent tasks and deadlines associated with the Contractor's proposed assessment shown in days, weeks, and months.
- 6.2. An assessment that meets the criteria in this contract with written instructions for its administration;
- 6.3. A written certification that the assessment is valid and job-related for use in hiring entry level police officers at APD in accord with the "Principles for Validation and Use of Employees Selection Procedures" as adopted by the Society of Industrial Organizational Psychologists (SIOP), together with copies of any job analyses, validation studies, and reports supporting that certification;
- 6.4. A study guide for candidates in both electronic and paper format;
- 6.5. The raw scores on the assessment for each candidate in electronic (Microsoft Excel) format; and
- 6.6. A study of the test scores examining whether the scores demonstrate adverse impact against any minority groups, and whether any such disparity is statistically significant.

**CITY OF AUSTIN
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
SCOPE OF WORK
SOLICITATION NO.: RFP 8700 EAD3001**

- 6.7. With the exception of the assessment tool described in Part 4.3, all deliverables described in shall become the property of the City upon delivery.
- 6.8. All deliverables associated with this contract are subject to the approval of the Police Chief or an appointed designee as applicable. Any changes or modifications to the scope of work shall be approved in writing by the Police Chief or an appointed designee and shall be executed by the Purchasing Office through a bilateral amendment to the contract.

7. CITY RESPONSIBILITIES

- 7.1. The City will coordinate the testing location. The testing will take place at one location over the course of one day and the City will pay for the facility.
- 7.2. The Civil Service Office will be responsible for administering the assessment.
- 7.3. The City will administer the application process.
- 7.4. The City will furnish the Contractor with candidate demographic information sufficient to permit the Contractor to conduct the analysis of test scores described in Part 6.5.

8. DELIVERABLES AND ACCEPTANCE OF WORK

Target Date = date established for initial administration of assessment

Contractor Deliverable	Contractor Responsibility	Contractor's Due Date	Performance Measure (Acceptance Criterion)
Contractor's work plan	Deliver project work plan and timeline (Part 6.1)	No later than 90 days before Target Date	Approval of work plan by Police Chief or designee
Final assessment design	Delivery of assessment design that meets requirements of LGC §143.025 (Part 6.2)	No later than 60 days before Target Date	Approval of design by Police Chief or designee
Validity materials	Deliver validity certification and supporting materials (Part 6.3)	No later than 60 days before Target Date	Receipt of deliverable by Police Chief or designee
Candidate study guide	Provide candidate study guide (Part 6.4)	No later than 45 days before Target Date	Approval of study guide by Police Chief or designee
Assessment administration instructions	Deliver written directions on administration of the assessment (Part 6.2)	No later than 45 days before Target Date	Receipt of deliverable by Director of Civil Service Office
Assessment materials	Deliver assessment materials to assessment site (Part 6.2)	No later than 1 day before Target Date	Acceptance of materials by Director of Civil Service Office
Scored assessment results	Score all assessments and provide raw scores to City (Part 6.5)	No later than 5 business days after Target Date	Receipt of raw scores by Police Chief or designee
Adverse impact study	Analyze test scores and provide adverse impact study (Part 6.6)	No later than 15 business days after Target Date	Receipt of deliverable by Police Chief or designee

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 8700 EAD3001**

1. PROPOSAL FORMAT:

Submit one original paper copy and an electronic copy of the original proposal in PDF version on a flash drive. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0630 Exceptions
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 Living Wages Contractor Certification
- F. Section 0835 Nonresident Bidder Provisions
- G. Section 0840 Service-Disabled Veteran Business Enterprise
- H. Section 0900 Subcontracting/Sub-consulting Utilization Form
- I. Section 0905 Subcontracting/Sub-consulting Utilization Plan – only required to be returned if your firm is subcontracting
- J. Signed Addendums

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, how many cities have used your company for assessments in the past (name those cities), how many cities are using your assessment currently (name those cities), when was your first assessment administered, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Tab 4 – References: Provide a list of three (3) current or previous clients in which your firm has processed a minimum of 1,500 police cadet applicants annually. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:

- Agency
- Agency contract manager and title
- Direct telephone number and email address
- Number of police cadets tested annually for that agency
- Year contract was awarded, length of contract, annual and total value of contract
- Was the test a custom product or off the shelf product for this agency? Provide additional detail.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 8700 EAD3001**

Tab 5 –Experience and Qualifications: Identify all key persons, their title, and credentials who will be assigned to the City of Austin and include the information listed below. Do not include this information for all staff. Only include this information for staff directly assigned and supporting this contract.

- A. The number of clients they are responsible for
- B. Percentage of time they will be allocated to the City of Austin
- C. Office location
- D. Resumes
- E. Degree/Certifications/Licenses and number of years of experience in their role

Detail out demonstrated experience in the design and administration of assessments for public safety operations, including police departments, specifically with those whose hiring processes are subject to LGC §143.025, if applicable.

Include information on: (a) an existing assessment tool that can be used for this engagement without significant modification; or (b) demonstrate how your company can create an assessment meeting the criteria listed in the section 0500: Scope of Work, within the timing constraints of this solicitation.

Tab 6 – Assessments: The Contractor's response shall identify its recommended solution for an assessment to be used in evaluating applicants for entry level hiring within APD. The assessment may include one or more parts, provided that all parts can be quantitatively scored and their scores combined. The assessment shall enable APD to select police cadet academy candidates who can meet the department's job performance and behavioral requirements through a process compliant with LGC Chapter 143, while minimizing adverse impact within the constraint of validity. In evaluating responses, the City will look for methodology and deliverables that are consistent with existing professional, scientific, and regulatory standards, and with best practices for assessments of this type.

Design and Content: Responses shall include a narrative description of the design and content of the proposed assessment, which includes the following elements:

- A. **Origin:** Who (individual(s) or company) originally developed the assessment? When was it developed? Who supports and maintains it now? What was the release date of the current version of the assessment?
- B. **Items:** How many items does the assessment contain? Describe each item type used in the assessment, and the response format. Provide an illustrative example of each item type.
- C. **Time Limits:** Is the assessment timed? If so, how long does an applicant have to complete the assessment? How are unanswered questions counted in scoring the assessment?
- D. **Reading Level:** What reading level is required to take the assessment? How was that level determined?
- E. **Assessment Preview:** How can APD decision makers preview the assessment? Is an assessment demo available? If so, please describe your terms of usage.
- F. **Study Guide:** Is there a study guide for the assessment? If so, provide a copy with your response.

Validation: Responses shall include a narrative description and appropriate exhibits demonstrating that the assessment is valid for use in selecting entry level police officers, and which addresses at a minimum the following areas:

- G. **Technical reports and studies:** Attach a copy of all technical reports that are relevant to the validity of the current version of the assessment.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 8700 EAD3001**

- H. **Validation method:** State whether the assessment relies on content validity, criterion validity, construct validity, or some combination of validation methods and whether a local criterion-related validation study is proposed. Explain the rationale for the proposed approach to validation.
- I. **Job Analysis:** Does the Contractor intend to conduct a local job analysis in Austin for this engagement? If so, describe the proposed job analysis methodology. If no job analysis is proposed, describe the methodology the Contractor would use to demonstrate the job-relatedness of the assessment for the job position of APD police officer.
- J. **Reliability and utility:** Describe the assessment's reliability and how it was estimated. Describe any utility studies that have been completed on the assessment and summarize the results.

Defensibility: Responses shall include a narrative description of how the assessment would be defended if challenged in court, and which addresses at a minimum the following areas:

- K. **Compliance with LGC Chapter 143:** Has the assessment ever been used for entry level hiring by a Texas police department that was required at the time to comply with LGC §143.025? If so, identify each such police department. Has there ever been a legal claim asserting that the assessment does not comply with LGC §142.025? If so, identify the case by name and number, and describe the outcome.
- L. **Adverse Impact:** Has this assessment ever produced adverse impact ratios of less than 80 percent for African-American, Hispanic, or female candidates as compared to White or male candidates? If so, what were the sample sizes of these groups? What are the typical adverse impact ratios for these groups?
- M. **Disparate Impact Claims:** Has use of this assessment ever been the subject of a legal challenge asserting disparate impact discrimination against a minority group? If so, describe the basis of the claim, identify where and when the claim was made, state whether any lawsuit was filed based on the claim (including court and case number), and describe the outcome of the claim.

Tab 7 – Required Documents: Include the following documents in this tab:

- A. Five sample written exam questions
- B. Sample feedback forms
- C. Timeline of tasks
- D. Illustrative example of items in assessments
- E. Assessment Demo
- F. Study Guide, if available
- G. Technical reports and studies

Tab 8 – Timeline: provide a timeline per Section 0500 Scope of Work 5.4 and 6.3.1. Your company shall demonstrate that it can successfully complete all pre-administration responsibilities in this solicitation on a timely basis to meet the January 2019 deadline.

Section II

Price Proposal - Complete and submit Section 0610 Price Sheet. If pricing for these services are not submitted on Section 0610 Price Sheet, then the Offeror may be deemed nonresponsive.

Section III

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 8700 EAD3001**

Proprietary & Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential 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 or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

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.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise ("SDVBE"): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. 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 Phase I: Pass/Fail

Assessment: Reference Section I, Tab 6

The City will conduct a technical evaluation of the proposer's professional background and proposed solution to assess a threshold level of confidence that the proposed solution is valid, robust, and legally defensible. The technical evaluation team will include an industrial/organizational psychologist and the City's Law Department. The team may request, through the City's Authorized Contact Person, additional information from the proposer to clarify and validate the details associated with the development and prior use of the proposed solution, as well as the proposer's demonstrated technical expertise. Particular attention during this step will be given to the following:

- Validity of the Assessment Tool: the strength of evidence showing the proposer's process to be valid for the police officer job at APD. This criterion includes, without limitation, the linkage between the assessment tool and job-related skills and abilities; 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.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 8700 EAD3001**

- Defensibility of the Assessment Tool: description of any methods used to reduce adverse impact in assessment results while preserving validity and remaining in compliance with state civil service law; the use of facially valid assessment content; and the availability and quality of transportable evidence of validity.
- Past Experience: Proposer's history of providing well-documented validity evidence for the proposed assessment tool; the ability to demonstrate that the proposed assessment 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 hiring processes governed by Texas Local Gov't Chapter 143, and experience with government enforcement agencies, will also be considered.

If a proposal does not pass Phase I, the offer will not be reviewed by the City evaluation team in Phase II and will not be considered for award.

C. Evaluation Phase II: Proposals who pass Phase I will be evaluated based on the following criteria and rankings.

Maximum 100 points.

- 1. Experience and Qualifications:** Reference Section I, Tab 4 and Tab 5 **(35 points)**
- 2. Price Proposal:** Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis – Reference Section II **(25 points)**
- 3. Timeline:** reference Section I, Tab 8 **(20 points)**
- 4. Required Documents:** reference Section I, Tab 7 **(7 points)**
- 6. Local Business Presence: (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- 7. Service-Disabled Veteran Business Enterprise –** reference Section 0840 SDVBE Contractor Certification **(Maximum 3 points)**

Optional: Presentations, Demonstrations, Discussions. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, demonstrations, or discussions with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No
<i>Not Applicable</i>		

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP 8700 EAD3001

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19 day of June, 2018

CONTRACTOR

Authorized
Signature

Title

Fire & Police Selection

[Signature]
Executive Vice President

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Dan Biddle	FPSI	Prime	Salary over \$80K	CEO
Stacy Bell	FPSI	Prime	Salary over \$80K	EVP
Heidi Ortega	FPSI	Prime	\$27.23/hr	Ex.-Asst.

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name:

Fire & Police Selection

Signature of Officer
or Authorized
Representative:



Date:

6.19.18

Printed Name:

Stacy L. Bell

Title

Executive VP

Section 0835: Non-Resident Bidder Provisions

Company Name Fire & Police Selection

- 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: non-resident 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: California

- 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: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Fire & Police Selection

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbisearch>. Federal: <https://www.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 8700 EAD3001

SOLICITATION TITLE: Police Cadet Pre-Employment Assessment

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Fire & Police Selection		
City Vendor ID Code	V000009232916		
Physical Address	193 Blue Ravine Rd. Ste 270		
City, State Zip	Folsom, CA 95630		
Phone Number	916-294-4242	Email Address	stacy@fpsi.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Stacy L. Bell
Exec. VP
Name and Title of Authorized Representative (Print or Type)

Signature/Date

6.19.18

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 8700 EAD3001

SOLICITATION TITLE: Police Cadet Pre-Employment Assessment

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST -

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.



**ADDENDUM
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
CITY OF AUSTIN, TEXAS**

RFP 8700 EAD3001

Addendum No: 1

Date of Addendum: June 8, 2018

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Clarifications: Section 0600: Tab 4 – References:

Provide a list of three (3) current or previous clients in which your firm has processed a minimum of **500**
~~1,500~~ police cadet applicants annually.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Erika", written over a horizontal line.

Erika, Larsen, Procurement Specialist II
Purchasing Office

06/08/18

Date

ACKNOWLEDGED BY:

FPSI

Vendor Name

A handwritten signature in blue ink, consisting of stylized letters, written over a horizontal line.

Authorized Signature

6-19-18

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your offer.
Failure to do so may constitute grounds for rejection of your offer.



**ADDENDUM
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
CITY OF AUSTIN, TEXAS**

RFP 8700 EAD3001

Addendum No: 2

Date of Addendum: June 12, 2018

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers:

(Q1) Is the City seeking use of a validated Police Cadet written test that has validity evidence from the original study or is the City seeking local validation evidence? If the City is seeking local validation evidence, a job analysis or some type of transportability study would be needed to demonstrate validity evidence. Please clarify what the City is requiring.

(A1) The City seeks a written assessment tool that is "valid" for selecting Austin police officers. "Valid" as used in our RFP means that the assessment accurately measures a skill, construct, or quality that is important to the job in question. Establishing the validity of an assessment is critical both to selecting the best candidates from the applicant pool and to defending the use of the assessment if its results are challenged on employment discrimination grounds.

This RFP does not require a new job analysis, but it does require the vendor to be able to demonstrate that their assessment is valid for the job of Austin police officer – as opposed to just claiming it's valid for police officer's jobs somewhere else. One way to do this would be a local validity study. The vendor can also use a transportability analysis that links an earlier validity study from another city to the Austin police officer job or any other way the vendor sees fit to link a previous study to Austin police officer job.

APD does not have an existing job analysis developed through a defensible methodology that could be used by a vendor.

Vendors may submit pricing two ways. Based on performing a local validation study, and then pricing without a local validation study.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Erika, Larsen, Procurement Specialist II
Purchasing Office

06/12/2018

Date

ACKNOWLEDGED BY:

FPSI

Vendor Name

Authorized Signature

6.19.18

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your offer.
Failure to do so may constitute grounds for rejection of your offer.



**ADDENDUM
POLICE CADET PRE-EMPLOYMENT ASSESSMENT
CITY OF AUSTIN, TEXAS**

RFP 6700 EAD3001

Addendum No: 3

Date of Addendum: June 15, 2018

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) The "0610 Price Sheet" does not provide a space to break out costs associated with the validation of the test, the scoring of the tests, or for a consultant to attend the onsite test administration. How would you like to see these prices listed?

(A1) The City wants a price per applicant. All costs need to be rolled into your price. The City does not want costs associated with the requested test validation costs, onsite test administration, and scoring and analysis of the test results. It must be included in the price per applicant. If the vendor wants to submit separate offers to show applicant pricing with and without validation cost, they may submit two "0610 Price Sheet". Please clearly mark on the "0610 Price Sheet" if you are including validation.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:


Erika, Larsen, Procurement Specialist II
Purchasing Office

06/15/2018
Date

ACKNOWLEDGED BY:


Vendor Name


Authorized Signature

6-19-18
Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your offer.
Failure to do so may constitute grounds for rejection of your offer.**

TAB 2

June 19, 2018

Re: RFP 8700 EAD3001—Police Cadent Pre-Employment Assessment

Erin D'Vincent, Procurement Specialist IV
City of Austin—Municipal Building
Purchasing Office—Response Enclosed for Solicitation #RFP 8700 EAD3001
124 W 8th Street, Rm 308
Austin, TX 78701

Dear Ms. D'Vincent:

Thank you for allowing our consulting firm, Fire & Police Selection, Inc. ("FPSI"), herein referred to as "FPSI," the opportunity to bid on the proposal for providing our products and services into the upcoming entry-level police officer recruitment process for the Austin Police Department.

As you will learn from the contents and justification provided in the enclosed RFP documents, our firm is highly skilled, and considered the leading expert, in the areas the Austin Police Department is seeking professional services. I have taken the liberty of enclosing a *complimentary copy* of a book our President/CEO, Dr. Dan Biddle and I have written which describes test validation and the implications surrounding unlawful practices, adverse impact, etc. in the public safety industry. We frequently provide complimentary copies of this book to human resource staff in hopes that they will find the information useful. Dr. Dan Biddle and I would be the consultants working closely together throughout the phases of the project, in the event that our firm is awarded the contract.

I'm delighted to report that FPSI has successfully provided an entry-level firefighter written test used by the Austin Fire Department for their firefighter testing needs years ago, and is *currently* providing the entry-level police officer written test that the Austin Police Department is using for its police cadet recruitment! If we have the great pleasure of continuing to work with the City of Austin, I would be the **authorized negotiator** and authorized personnel to bind any future contracts with the City. Listed below is my contact information and I certainly welcome you to correspond with me regarding any questions you may have about the terms of this proposal or with any other questions.

Thank you in advance for your consideration of our firm and we look forward to the opportunity to *continue providing* our job-related and court-defensible entry-level police officer products into the Austin Police Department's police cadet recruitment process!

Sincerely,



Stacy L. Bell, M.S.
Executive Vice President
Fire & Police Selection, Inc.
916.294.4242 x. 245 (w) | 916.294.4240 (f)
stacy@fpsi.com (e) www.fpsi.com (w)

TAB 3

Executive Summary

FPSI's Background and Experience

FPSI (Fire & Police Selection, Inc.) is a sister company of Biddle & Associates, Inc. (B&A) (now called Biddle Consulting Group, Inc.). Biddle Consulting Group is an EEO firm specializing in the development and validation of employment tests for selection purposes. Additionally, Biddle Consulting Group, Inc. has specialized in the areas of Equal Employment Opportunity, Affirmative Action, and Personnel Selection products and consulting services since 1974. Their consulting services include: EEO Expert Witness Services (Plaintiff & Defendant); EEO Litigation Support (Plaintiff & Defendant); EEO Risk Management; Affirmative Action Plan Development; Job Analyses; and Test Validation. Some of the Biddle Consulting Group's products include: AutoAAP® - Affirmative Action Plan development software; OPAC® - Office Proficiency Assessment & Certification® software; CritiCall® - public-safety dispatcher skills testing software; TVAP™ - Test Validation & Analysis Program™; GOJA® - Guidelines Oriented Job Analysis workbook; and Adverse Impact Toolkit™ - disparate impact analysis software. Some of their clients include FedEx, UPS, and Boeing, to name a few.

FPSI, formerly called Firefighter Selection, Inc., was incorporated in May of 1997 and is located at 193 Blue Ravine Road, Suite 270 in Folsom, California. FPSI has been providing job-related and validated public safety assessments and validity study services to fire and police departments across the United States and Canada for over 20 years. FPSI has provided services similar to those requested by the City of Austin, to large metropolitan agencies such as the Denver Police Department, Colorado Springs Police Department, Philadelphia Fire Department, Baltimore City Fire Department, the Las Vegas and North Las Vegas Fire Departments, and the entire province of Ontario, Canada. Dr. Biddle and Ms. Bell have well over four decades of combined experience in the development and validation of entry-level tests used for the selection of firefighters and police officers. Dr. Biddle's and Ms. Bell's resumes are included in Tab 5 and should clearly outline our experience and expertise with the development and validation of pre-employment selection devices.

In many instances, FPSI has provided comprehensive consulting services for large metropolitan public safety recruitments including development of a thorough job analysis, test/assessment development and validation, candidate orientation, proctor training and test administration, test scoring and data analysis and certification of final eligibility list. These services have been utilized by some of the largest metropolitan public safety departments in the U.S. and Canada. FPSI has over 1,000 public safety departments utilizing our assessments, clearly too many to list here. However, we've identified those clients who utilize products and services similar to those the City of Austin has requested in this proposal and these references can be found in Tab 4.

Summation of Recommended Products and Services

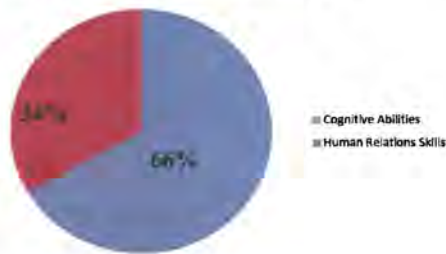
FPSI currently offers an array of content and criterion-related valid written tests which have been used to screen hundreds of thousands of police officer and firefighter applicants across the country. When developing tests used for selection purposes, FPSI pays particular attention to the concerns of adverse impact. All of our tests are designed to reduce adverse impact while maintaining the necessary standards required for the job. Additionally, our tests are always designed to address the requirements set forth in the

Uniform Guidelines on Employee Selection Procedures (1978) and are in compliance with the American's Disabilities Act. Our clients have had great success in mitigating adverse impact by measuring job-related constructs that, historically, have lower levels of adverse impact (e.g., personal characteristics) compared to traditional cognitive measures. FPSI suggests that the City of Austin implement the National Police Select Test (NPST). A description of this test follows.

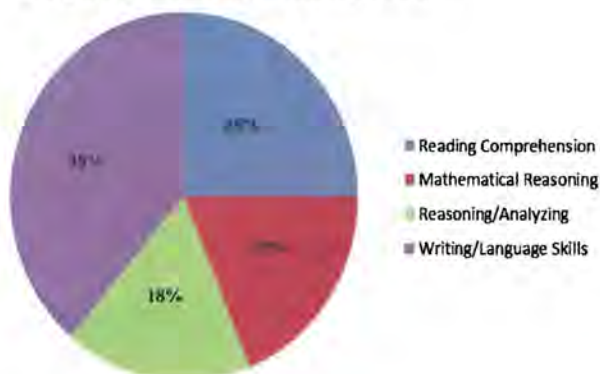
Description of the NPST—Cognitive and Personality Assessment Descriptions

FPSI conducted a national survey among police departments across the country and Canada to identify the skills and abilities that are most critical for successful entry-level police officer job performance. With input from over 80 police departments, these ratings were used to build a written test that properly weighs the most important qualifications for the entry-level police officer job. From this survey, Police Chiefs across the country identified weights for the critical qualifications most commonly measured in the entry-level police officer written test process. In order to round out some of the testing components, the final weights were modified ever so slightly.

National Police Select Test™



Cognitive/Academic Component



Human Relations Component



FPSI's Ability to Exceed Performance Over Other Vendors

FPSI's Pending Litigation and Judgments

FPSI is not involved in any arbitration or litigation for any reason and has never been involved in any litigation since our incorporation in 1997. Our tests have been used to screen hundreds of thousands of candidates without a single incident or challenge.

Relationship with the Austin Police and Fire Department

FPSI is currently providing the police cadet written test that the Austin Police Department uses for recruitment purposes. Based upon our conversations with Austin Police Department personnel, we have received positive feedback describing both the quality and the diversity of the candidates who have successfully passed the written test. Additionally, FPSI has provided our entry-level firefighter written test to the Austin Fire Department a number of years ago with great success! The Austin Fire Department utilized our entry-level firefighter written test and our structured oral interview package without a single challenge, or incident, during the testing/hiring process. All previous administrations of our written tests and assessments into the City of Austin's recruitments have been seamless and without incident.

Customer Support

Aside from delivering the most job-related and court defensible entry-level police officer written tests available on the market, FPSI prides itself on providing, without a doubt, the highest level of customer service and support to our clients before, during, and after the recruitment process. We've been told this support is comparable to no other vendor on the market and is demonstrated by our 90% client retention rate.

Our innovative approach in working with public safety and human resources personnel to identify those areas in the hiring and testing process that contribute to an impact against minorities, and in implementing various measures proven in practice and in research articles (i.e., measures of soft skills, personality items, etc.) to address these issues and improve diversity set FPSI apart from our competitors. Our business philosophy has been, and always will be, opportunities for all.

TAB 4

Fire & Police Selection, Inc.

References

Proposal for City of Austin—RFP 8700 EAD3001

Date June 19, 2018

1. Agency Contact Name and Title Telephone and E-mail Year, Length, and Total Value of Contract Product/Service

Denver Civil Service Commission—Denver Police Dept
Earl Peterson, Civil Service Director
(720)913-3351 earl.peterson@denvergov.org

Contract awarded 2008 – Present. Total paid to date \$25,000.

In 2008, FPSI wanted to develop its first entry-level police officer written test and needed a police department to serve as a validation agency. FPSI offered a significant discount for this contract in exchange for copyright to the newly developed written test forms. The Denver Police Department was provided with a police officer job analysis, two (2) unique entry-level police officer written test forms, and a Content Validation Report resulting from our test validation workshop.
2. Agency Contact Name and Title Telephone and E-mail Year, Length, and Total Value of Contract Product/Service

City of Tacoma
Lynn Stehr, Human Resource Analyst
(253)830-6511 LStehr@ci.tacoma.wa.us

Contract awarded 2017 – Present. Total paid to date \$4,630.40.

The City of Tacoma selected FPSI's off-the-shelf entry-level police officer written test without a job analysis or test validation study. They simply pay for paper-and-pencil test booklets, scoring, the candidate practice test, and shipping/handling fees.
3. Agency Contact Name and Title Telephone and E-mail Year, Length, and Total Value of Contract Product/Service

Colorado Springs Police Department
Cassie Mills, Senior HR Analyst
(719)444-7446 millsca@ci.colospgs.co.us

Contract awarded 2016 – Present. Total paid to date \$32,113.55.

The Colorado Springs Police Department selected FPSI's off-the-shelf entry-level police officer written test without a job analysis or test validation study. They simply pay for paper-and-pencil test booklets, online testing credits, scoring, the candidate practice tests, and shipping/handling fees.

TAB 5

Experience and Qualifications

The primary team that will perform the work associated with this project is listed below.

- Dan Biddle, Ph.D., President BCG/FPSI
- Stacy L. Bell, M.S., Executive Vice President FPSI
- Heidi Ortega, Executive Assistant/Office Manager FPSI

Biddle Consulting Group, Inc. ("BCG") has been providing Human Resource consulting services since 1974 and FPSI since 1997. This current team has worked on job analyses and/or the development/validation of practices, procedures, and tests used by thousands of companies and government agencies nationwide. Furthermore, we are routinely asked by attorneys to review the validity of selection devices that have been developed by other consulting firms. Our flexible team-based approach to job analysis, test development, and validation allows the team members to focus on those areas they can contribute the most.

Fire & Police Selection, Inc. Background

FPSI is a sister company of Biddle & Associates, Inc. (B&A) (now called Biddle Consulting Group, Inc.). FPSI, formerly called Firefighter Selection, Inc., is located at 193 Blue Ravine Road, Ste. 270 in Folsom, CA 95630. All work conducted on this project will occur at this location. FPSI was incorporated in May of 1997 and has been assigned an exclusive license to all of the Biddle & Associates, Inc. entry-level firefighter testing products, services, and technology. One of the products that FPSI acquired from Biddle & Associates, Inc. is the "Biddle Physical Ability Test." This test resulted from a 41-department consortium including the County and City of Los Angeles and Orange County and has since been transported into over 40 fire departments across the country with no legal challenges.

FPSI has been providing public safety examinations and validity study services to fire and police departments across the country for over 20 years. Stacy Bell and Dan Biddle would be responsible for providing the products and services described in this proposal to the City of Austin throughout the terms of the contract. Dr. Dan Biddle is the President and CEO of BCG and FPSI. Dr. Biddle has completed his doctoral degree in Industrial/Organizational Psychology. Stacy L. Bell has served as the Executive Vice President/Principal Consultant to FPSI for the last 20+ years and has her Master's Degree in Industrial/Organizational Psychology. Ms. Bell has served as the project manager, and provided services similar to those requested by the City of Austin, to large metropolitan agencies such as Philadelphia Fire Department, Baltimore City Fire Department, Denver Police Department, Austin Fire Department, Orange County Fire Authority, the Las Vegas and North Las Vegas Fire Departments, the City of Glendale, and the City of Burbank. Collectively, Dr. Biddle and Ms. Bell have over four decades of combined experience in the development and validation of entry-level tests used for the selection of firefighters and police officers.

Biddle Consulting Group, Inc. Background

Biddle Consulting Group, Inc. (BCG) specializes in Equal Employment Opportunity (EEO) consulting, litigation support, personnel testing software development, and Affirmative Action Plan (AAP) technical support and software. Since 1974 (when known under the name Biddle & Associates), BCG has worked with over 1,000 employers in these areas, as well as providing litigation support as consultants or experts in over 200 EEO state, federal, and circuit court of appeal cases involving statistics and/or job-relatedness (test validity) analyses. This includes conducting sensitive statistical EEO audit analyses for employers prior to a suit to minimize the likelihood of a suit. We have also developed or validated personnel tests in hundreds of situations that are used by thousands of employers. Furthermore, we are routinely asked by attorneys to review the validity of practices, procedures, and tests that have been developed by other consulting firms.

BCG's employees have had professional articles published in leading publications in the field of EEO compliance and test validation that deal with statistics, disparate impact, job-relatedness, and organizational behavior. Dr. Dan Biddle's book, *Adverse Impact and Test Validation*, has become a standard desk reference in the field of EEO compliance and test validation, and has been used by federal enforcement agencies, law firms, and private industry.¹

We currently maintain a staff of nearly 50 employees who specialize in these areas, including over 10 Masters and/or Doctorate level Industrial-Organizational Psychologists. Our leading partners are frequently on the national/regional speaking circuit in the areas of EEO compliance, affirmative action, and test development and validation. They have also provided statistical and test validation training for the executive, management, and compliance officer ranks in the U.S. Department of Labor (OFCCP). In addition to our consulting and training services, we also develop and distribute HR and EEO software covering three areas: Personnel Testing, EEO Compliance, and Affirmative Action Plan (AAP) preparation.

Personnel Testing Software Division

Our Personnel Testing Software Division includes four commercially-available software programs: OPAC®, CritiCall®, CritiCall for Contact Centers™ (C4™), and Encounter™. The OPAC® (Office Proficiency Assessment and Certification®) System includes tests for screening administrative workers (such as keyboarding, language arts, and word processing) and has been adopted by over one thousand clients nationwide. Our CritiCall® Pre-Employment Testing Software has been adopted by more than 800 public-safety agencies from around the United States and Canada for the selection of dispatchers and call-takers (including the U.S. Department of Homeland Security and more than half of the state highway patrol agencies). CritiCall for Contact Centers™ (C4™) was released in 2008 to the contact center community for screening pre-employment skills necessary for this industry. Encounter™ (also released in 2008) is a web-

¹ For example, this book is cited in the U.S. Office of Personnel Management's "Assessment Decision Guide" publication -- <http://apps.opm.gov/ADT/ContentFiles/AssessmentDecisionGuide071807.pdf>.

delivered video-based situational judgment test for screening entry- to mid-level management office workers across a wide occupational spread. Encounter™ measures interpersonal competencies and team-working skills by presenting applicants with (up to) 26, 1-2 minute videos representing challenging interpersonal and/or workload management situations that commonly occur in office settings.

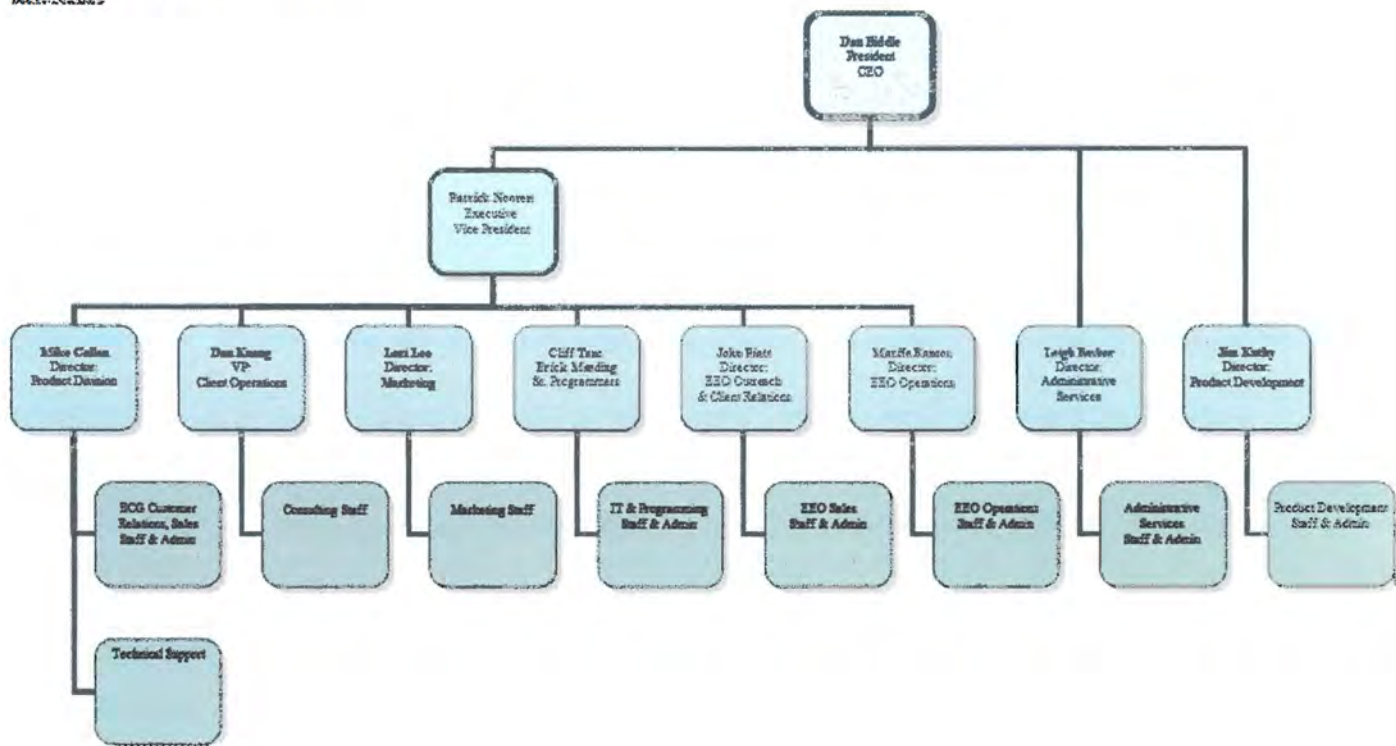
EEO Compliance Software Division

BCG develops and distributes three software programs in the EEO compliance space: Adverse Impact Toolkit™, TVAP™ (Test Validation and Analysis Program), and AutoGOJA™ (Automated Guidelines Oriented Job Analysis). The Adverse Impact Toolkit™ includes our court-tested and approved statistical methods for evaluating adverse impact for both simple and complex situations (a free version of this program is also available at <http://www.disparateimpact.com>). Our TVAP™ (Test Validation and Analysis Program) is a software program that automates the complicated test development and validation process into a straight-forward process that can be completed by HR generalists. AutoGOJA™ is an automated job analysis program that is used by HR and EEO compliance professionals for building defensible job analyses that serve as a solid foundation for test development and validation processes. These tools have been used by EEO and HR professionals across the country to assist with compliance requirements of EEO and HR regulations.

Affirmative Action Plan (AAP) Preparation Software

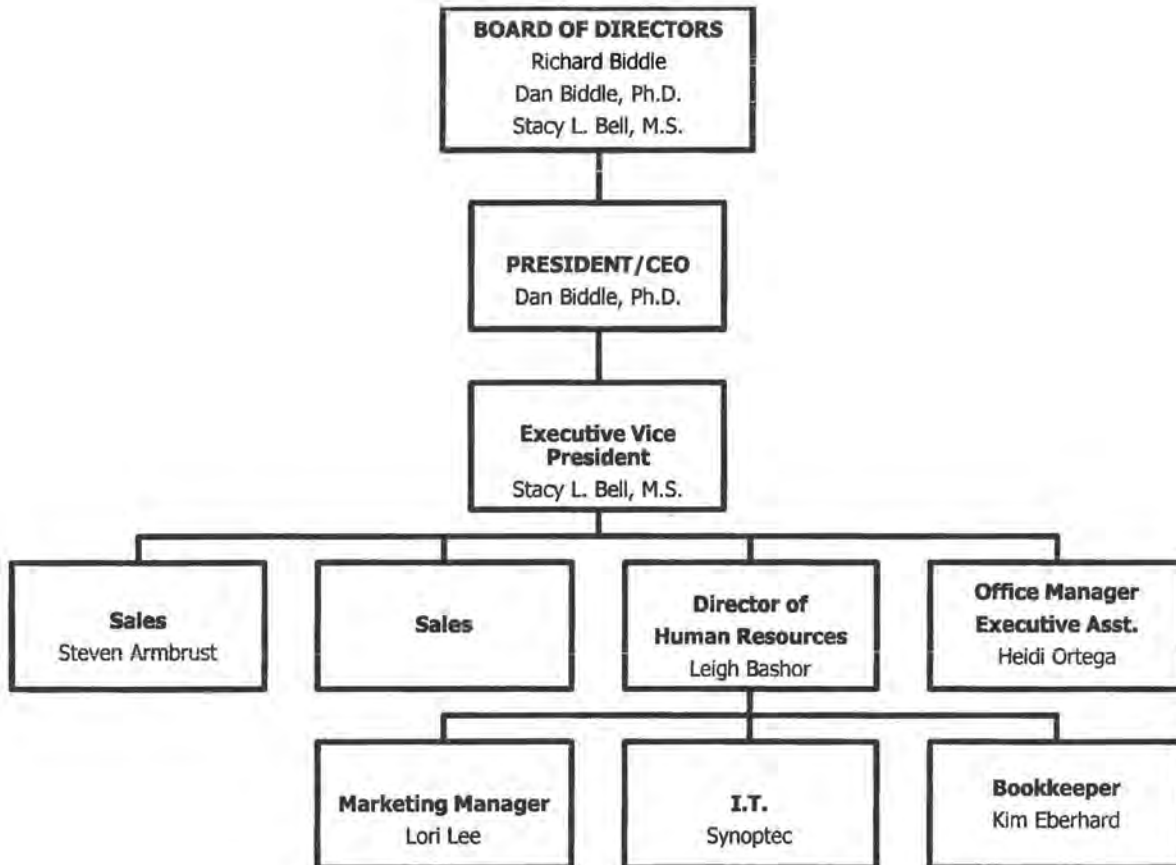
Developed under contracts with some of the largest federal contractors, our AutoAAP Software Program is an industry-leading tool used by hundreds of federal contractors for AAP preparation. AutoAAP completely automates the AAP preparation process and produces AAPs that are marked with a high degree of defensibility. In addition to the AutoAAP software, BCG also offers AAP outsourcing with a team of tenured consultants who develop affirmative action plans and related work products. Our unique background in expert litigation, consulting services, and HR/EEO software currently positions BCG as the leading U.S. EEO consulting firm.

Biddle Consulting Group, Inc.
Organization Chart
 Rev: 3/2013



Fire & Police Selection, Inc.

Organization Chart - 2018



Key Personnel Assigned to the City of Austin

Ms. Bell would serve as the account manager to the City of Austin. Ms. Bell has over 20 years of experience serving as the project manager to cities equivalent to, and larger than, the City of Austin. As the Executive Vice President of FPSI, Ms. Bell's primary duty includes management of all consulting projects and special projects. Dr. Biddle provides oversight of all consulting projects and Heidi Ortega provides support of Ms. Bell and Dr. Biddle. A breakdown of personnel assigned to the City of Austin follows:

- Dr. Biddle is not directly responsible for any clients at FPSI, rather he serves as oversight of special projects and provides as much time as necessary to effectively complete projects. He works out of the 193 Blue Ravine office in Folsom, CA. Dr. Biddle's certifications and experience can be found in his resume located within Tab 5.
- Ms. Bell is responsible for handling all special client projects. Ms. Bell typically handles one-to-two special projects at a time. Therefore, about 50% of Ms. Bell's time would be dedicated to the City of Austin during this project. Ms. Bell works out of the Folsom, CA office. Ms. Bell's certifications and experience can be found in her resume located within Tab 5.
- Ms. Ortega has served as the Executive Assistant to Ms. Bell for over 15 years and would be responsible for the printing and shipping of all test materials, in addition to conducting data entry to all workshop data (i.e., job analysis ratings and test validation ratings). Ms. Ortega would spend about 20% of her time to the City of Austin during this project. Ms. Ortega also works out of the Folsom, CA office.

There would be no use of subcontractors in the performance of this project.

Laws, Regulations, and Professional Standards

FPSI/BCG has conducted job analyses and developed numerous pre-employment and promotion selection tests during the past 30-plus years. As such, we are aware that selection tests need to address federal laws and regulations including, but not limited to, the

- Civil Rights Act of 1964, as updated by the 1991 Civil Rights Act (Title VII)
- Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act of 2008
- Age Discrimination in Employment Act (ADEA)
- Federal Uniform Guidelines for Employee Selection Procedures
- OFCCP Federal Contractor Requirements and Regulations

We are also aware that selection tests should address professional standards, including, but not limited to, the

- *Principles for Validation and Use of Personnel Selection Procedures* of the Society for Industrial and Organizational Psychology (2003)
- American Educational Research Association /American Psychological Association's *Standards for Educational and Psychological Testing* (1999)

Resumes of Key Personnel

Daniel A. Biddle, Ph.D.
CEO, Biddle Consulting Group, Inc. (BCG)
CEO, Fire & Police Selection, Inc. (FPSI)

Experienced consultant in the Human Resources and EEO/AA field, specializing in the areas of:

- EEO Civil Rights Compliance & Analysis
- Job Analysis & Selection Plan Development
- Test Development/Validation
- Disparate Impact Theory & Analysis
- Statistical Analyses/Research Methodology

EEO Civil Rights Act Compliance & Analysis

Consulting services provided to hundreds of state/federal agencies and private/public employers in the areas of EEO and Civil Rights compliance, including: Americans with Disabilities Act, EEO and Affirmative Action requirements, disparate impact, and disparate treatment issues. Training and consulting services in these areas has included risk management reviews, policy establishment, litigation prevention, and litigation strategies.

Job Analysis & Selection Plan Development

Completed job analysis projects for hundreds of clients and numerous positions. Responsible for working with hundreds of subject-matter experts in identifying duties, knowledge, skills, abilities, physical and other characteristics, and numerous link-up studies between job analyses and various tests. Director of two area-wide consortium job analysis projects involving 42 and 11 cities.

Completed multiple selection plan projects, including the professional and legal aspects of designing, implementing, reviewing, and litigating selection plan components. Test plans have included various forms and types of tests and validation methodologies.

Test Development/Validation

Developed hundreds of personnel tests used by over 1,000 public and private employers in the U.S. Developed various physical ability/manipulative tests used by over 65 employers. Completed content and/or criterion-related validation studies for over 100 employers. Responsible for cutoff and standard setting for hundreds of practices, procedures, and tests. All test development projects have employed content, criterion-related, or construct validation methodologies.

Written Tests

Responsible for writing, reviewing, and revising thousands of test items for multiple-choice knowledge, skill, and ability tests. Areas of entry-level test development include: police, fire, correctional officer, industrial, and customer service classifications. This work includes conducting readability studies on job materials and test items, item analyses, and other statistical and research evaluations on written tests. Several of the tests are used on a national basis.

Physical Ability Tests

Development of several physical ability test events used for screening candidates for entry-level protective service positions and for maintenance standards. This work includes conducting job analysis/test link-up studies, developing cutoff times, administration methodology, and event modifications. Experience includes application of both content and criterion-related validity approaches in physical ability test validation.

Project Director of two consortium validation studies for firefighter physical ability tests. One study involved 42 cities; the other involved 11. Developed numerous work sample style physical demonstration tests for public agencies.

Other Tests

Development of various other work sample tests, structured interviews, communication ability tests, and various personality-based assessments. Co-author of an automated administrative professional testing battery (OPAC System®) and 911 Call Center testing battery (Criticall®) used by hundreds of employers and educational institutions nationally (including 12 state agencies).

Disparate Impact Theory & Analysis

Developed and applied several different models for disparate impact analysis of hires, promotions, layoffs, terminations, age discrimination, and passing rates for many different employment practices, procedures, and tests. Completed disparate impact analyses for hundreds of clients using various analysis models including one sample/two sample tests, rates and pools analysis using both statistical and practical significance tests for significance, and other types of tests. Techniques have been applied in training programs, client projects, and court litigation. Completed dozens of training seminars on disparate impact analysis for state and federal compliance agencies and private/public employers.

Completed numerous statistical and empirical investigations and audits regarding workforce utilization, availability analyses, and adverse impact analyses related to workforce comparisons to availability and the impact of various practices, procedures, and tests in hiring, promotion, or terminations.

Statistical Analyses/Research Methodology

Applied numerous parametric and non-parametric statistical techniques to various HR and EEO projects including: disparate impact, test development, test validation, compensation analysis, utilization analyses, and other related areas.

Educational Background

B.S. Organizational Behavior: University of San Francisco, CA.

M.A. Organizational Psychology. California School of Professional Psychology.

Ph.D. Organizational Psychology. Emphasis: EEO Analyses and Personnel Selection: Alliant University, Alameda.

Professional Training and Presentations

Completed over 50 seminar and training conference presentations to thousands of participants of various types, including: private and public employers, state government compliance agencies, the U.S. Department of Labor (OFCCP), the National Skills Standard Board (NSSB), and several professional groups including IPMAAC, PTC, NILG, regional ILGs, and private seminars. Presentation topics have included EEO compliance, job analysis, test development and validation, disparate impact analyses, compensation analysis, and various similar topics.

Professional Publications/Programs (consumer and regional publications excluded)

Career Passport: Office Proficiency Assessment and Certification (1998). Prentice Hall: Upper Saddle River, New Jersey.

Biddle, D. A. & Shepherd-Sill, S. (Summer, 1999). Establishing pass/fail, ranking, and banding procedures for protective service physical ability tests. Public Personnel Management, 28 (2), 217-225

Guidelines Oriented Job Analysis (GOJA™) (2003). A Job Analysis Process for Test Development and Validation.

Biddle, D. A., Kuthy, J., & Nooren, P. (November, 2003). Protecting your agency against EEO litigation related to selection and promotion practices. The Law Enforcement Executive FORUM, 3 (5), pp. 5-14.

Test Validation & Analysis Program (TVAP™) (2004). Software program for developing, validating, and analyzing written tests.

Adverse Impact Toolkit™ (2004). Software program for analyzing employment-related transactions for adverse impact.

Biddle, D. A. (2005). Adverse Impact and Test Validation: A Practitioner's Guide to Valid and Defensible Employment Testing. Ashgate Publishing: London.

Adverse Impact Simple (2005). Software program for analyzing employment-related transactions for adverse impact (version developed for state/federal government use).

Content Validity Checklists (2005): Training, Experience, & Education (TEE) Requirements, Written Tests, and Structured Interviews (version developed for state/federal government use).

Test Validation & Analysis Program-LITE (TVAP™) (2006). Software program for developing, validating, and analyzing written tests (version developed for state/federal government use).

Membership/Appointments/Certifications

Member of the American Psychological Association (APA)

Member of the Society for Industrial and Organizational Psychology (SIOP)

Certificate of Competency in Occupational Testing (Level A): British Psychological Society

Appointed Member of the National Skills Standard Forum (U.S. Dept. of Labor), 1996

Technical Reports, Expert Consulting, and Expert Testimony

Below is a partial list of client projects that have resulted in technical reports. This list excludes clients and work projects completed under attorney-client privilege and/or confidential clients. Litigation work includes qualified expert testimony in the areas of job analysis, essential function determination, test development and validation, and statistical analysis.

Retail Industry

Aquino v. Prestige Stations, Inc., Superior Court for the State of California, 1998.
Expert testimony (declaration) regarding negligent hiring/retention

Fred Meyer 9/1994 - 3/1996

EEO review: summary and findings report

- 1) Utilization analyses (over 9,000)
- 2) Adverse impact analyses: demotions (over 30)
- 3) Pay equity analyses
- 4) Adverse impact analyses: promotions (over 500)
- 5) Adverse impact analyses: hires/rehires (over 400)

- 6) Performance evaluation analysis
- 7) Workforce analysis
- 8) Pre-employment selection plan review

Humetrics, Inc.

Adverse impact procedural review
 Construct validation design methodology
 Selection procedure validation design and validation
 Criterion-related validity reports

Protective Service Field (only specific technical reports/training projects listed below)

Bouman v. Pitchess, Federal District Court, Ninth Circuit Court of Appeals (consent decree)

Several thousand hours in consulting on project (1992-1999) in areas such as: test development and review, test validation, employment statistics, and EEO/AA laws and regulations. Consulting included work pertaining to entry level deputy, sergeant, and several specialty law enforcement positions.

City of Long Beach, CA 7/1992

Job analysis for entry-level firefighter

City of Long Beach, CA 1/1997

Job analysis: Entry-Level Firefighter
 Content Validation Report: Entry-Level Firefighter Written Test and Structured Oral Interview

City of Louisville, KY 3/1990 - 4/1991

Job Analysis: Entry-Level Police Officer
 Job Analysis: Entry-Level Firefighter
 Content Validation Reports/Tests:

- 1) Entry-Level Police Officer Reading Ability Test (115-page test preparation manual; 300+ item test bank; parallel test forms)
- 2) Entry-Level Firefighter Physical Ability Test
- 3) Entry-Level Firefighter Structured Oral Interview

City of Plano, TX 1990

Content/Criterion-Related Validity Report: Entry-Level Fire Physical Ability Test

City of Salt Lake Airport Authority, UT 2/1991

Job Analysis: Entry-Level Airport Authority Officer
 Job Analysis: Airport Authority Manager

City of San Diego Fire Department, CA 9/1989 - 3/1990

Six Content Validation Reports:
 1) New Hires Physical Ability Test

- 2) Maintenance Physical Ability Test
- 3) Academy Final Truck/pump
- 4) Academy Lesson Plans
- 5) Written Test Itembank
- 6) Manipulative Class Exam

Job Analyses: Firefighter Levels I, II, and III
 Job-Related Cutoff for Written Test, Physical Ability Test, and Manipulative Class Exams

City of Santa Monica, CA 6/1991 - 1/1992

Entry-Level Firefighter Test revision (written test)
 Oral Interview Test Modification and Score/Rater Analysis
 Eligibility list/weight development

City of Torrance, CA 4/1993 - 3/1994

Job Analysis: Entry-Level Firefighter
 Content Validation Report: Entry-Level Firefighter Reading/Math Test

Department of Fair Employment and Housing (DFEH) v. State of California, 2004

Consulting regarding ADA, job analysis, and validation.

Erwin v. County of San Bernardino, 2001.

Expert consulting and testimony pertaining to adverse impact and validation

Jones v. City of Long Beach, Los Angeles Superior Court, 1998

Consultation pertaining to disability discrimination case
 Expert testimony (trial and expert report) re: job analysis and essential functions of fire suppression personnel

Orange County Fire Consortium, CA 9/1991 - 7/1992

11 City Consortium Job Analysis/Validation Project for Entry-Level Firefighter
 Content Validation Reports:

- 1) Physical Ability Test
- 2) Manipulative Class Exam
- 3) College/Academy Academic Course Curriculum

Paige v. California Highway Patrol Federal District Court

Disparate impact theory/application and analysis
 Statistical power analysis for multiple transactions
 Validity/fairness review of the MMPI
 Academy validation review

Southern California Physical Ability Test Development/Validation Consortium, 1996-1997

Project Director of a validation study involving 42 cities and several hundred firefighters to develop an area-wide Physical Ability Test for testing entry-level firefighter applicants

Stallworth v. County of Alameda, Alameda Superior Court 1/2002
Validation and adverse impact review of sergeant written test

Tarrant County, TX 8/1991 - 6/1993
Job Analysis and Selection Plan: Entry-Level Detention Officer
Content Validation Report for Entry-Level Detention Officer Reading, Writing, and Math Ability Tests

Tousignant vs. County of San Bernardino and State of California, 2000
Expert testimony (deposition) and consultation pertaining to physical ability requirements, testing, and job analysis

Simmons, et al. v. City of Kansas City, Federal District Court (Police Supervisory Classifications)
Statistical report & EEO analysis

Sloniger v. Office of Hearings and Appeals, Social Security Administration, 2003 (EEOC case).
Statistical analysis of promotions and utilization analysis

U.S. Department of Justice v. City of Torrance, Federal District Court (4/1993 - 1995)
Testimony (deposition)
Lead validation consultant
Deposition testimony

Walker v. Contra Costa County, Federal District Court (2005)
EEO analysis and case consultation

Other Industries

Adams v. San Juan Unified School District (CA State Court).
Disparate impact / validation review
Deposition testimony

Bailey v. UPS, California State Court
Expert testimony (deposition)
Statistical evaluation of disparate treatment

Bar S. Foods, Inc.
EEO and Disparate Impact Statistical Analysis

Blackman v. Hughes Aircraft Company, Federal District Court
Statistical analysis review

Bravo et al. v. ILWU et al., Federal District Court
Expert testimony (deposition)
Statistical analysis (age) of eligibility list

Brown v. Maersk Pacific Ltd., Federal District Court
Statistical review of working hours data (disparate impact)

Butler v. Federal Express (CA State Court, Alameda)
Numerous EEO related issues

City of Pleasanton, CA 1/1990 - 3/1990
Job analyses/selection plans for Sanitary Sewer Operator, Park Maintenance Worker, Water Systems Operator, and Street Maintenance Worker

City of Seattle (City Light Division), WA (4/2002 - 2005)
Test validation for Written Test, Work Attributes Test, Working Test, Physical Demonstration Tests, and Interview for:
1) Electrician Constructor
2) Cable Splicer
3) Pre-apprentice Lineworker
Project included the review and validation of ten work sample / physical demonstration tests.

International Longshore Workers Union and Pacific Maritime, Inc.
Job Analysis and Content Validity Report for the Foreman/Boss Position:
1) Written Test
2) Structured Interview
3) Time in Grade Criteria
4) Work History Evaluation

Jensen v. Santa Clara Valley Transit Authority, CA Sup. Ct, Santa Clara County
Case review re: test scoring/interpretation, job analysis, selection plan

Kal Kan Foods, Inc. CA 2/1991 - 12/1991
Job Analysis for six Technician classifications:
1) Shipping and Receiving Technician
2) Preparation Technician
3) Mix & Fill Technician
4) Hydro Technician
5) Process Control Technician
6) Packaging Technician
Content validation report: written/verbal tests (promotion/lateral-entry)

Kruz v. Sun Microsystems, Inc., CA Sup. Ct., Santa Clara County

Disparate impact and statistical analyses regarding RIFs

Landry v. L3, Federal District Court
Disparate impact review

Lee v. County of Los Angeles, CA State Court (Los Angeles)
Disparate impact / validation review

Matthew v. Sun Microsystems, Inc.
Disparate impact and statistical analyses regarding RIFs

McMillin v. Interstate Brands Corporation, CA State Court (Los Angeles)
Gender discrimination, case review

National Vision, Inc.
Time/Payroll compliance analysis and software

Newman v. Kaiser Permanente, Federal District Court
Disparate impact review

Pepsi Bottling Group, Inc.
Training and consulting service in various EEO areas since 2004

Powell v. UPS, CA State Court.
Expert testimony (deposition and trial)
Statistical evaluation of disparate treatment

Phung v. Intel Corporation, U.S. District Court, Eastern District.
Adverse impact methodology / rebuttal
Expert Deposition Testimony

Raytheon, Inc.
EEO compliance training and disparate impact analysis tools

Richeson v. Federal Express (2003)
Job analysis and essential function analysis

Rent-A-Center, Inc.
Selection process validation review
Physical ability testing requirements review

San Bernardino County, CA.
Disparate Impact and Test Validation Analysis and review/report

Satchell v. Federal Express CA State Court (Alameda)

Expert consulting regarding numerous EEO related issues

Schneider v. San Francisco Community College

Selection process job relatedness/validity review; rater reliability analysis

Southern California Edison, CA.

Thousands of consulting hours since 1995 in various areas, including:

Adverse impact analysis

Compensation Analyses

Utilization Analyses and Availability Determination

Numerous statistical reports involving pay, layoffs, and disparate impact

Southwest Texas University, TX.

Validation of Training, Experience, and Education Ratings and Criteria

Job Analysis system and training

Yaner Xu v. John Potter, Postmaster General of the United States Postal Service

Equal Employment Opportunity Commission (EEOC)

Disparate impact analysis (test scores and seniority) and trial testimony

Union-Tribune Publishing Company 10/1991 - 12/1991

Reduction in Force (RIF) and merger

Job analysis for 17 classifications

Performance appraisal system

FIRE & POLICE SELECTION, INC.

193 Blue Ravine Rd., Ste. 270 Folsom, CA 95630
Office: 916.294.4242 ext. 245 Fax: 916.294.4240

STACY L. BELL, M.S.

Executive Vice President/Principal Consultant, Fire & Police Selection, Inc.

Experienced Principal Consultant in the EEO/AA field, specializing in the areas of:

- Test Development/Validation
- Job Analysis/Selection Plan Development
- Adverse Impact Analysis
- Statistical Analyses/Research Methodology
- Customized Item-writing
- Candidate Orientation and Rater Training
- Candidate and Incumbent Physical Ability Testing

Test Development/Validation

Experience in test development, validation and conducting job analyses with an emphasis in the protective service area.

Written Tests

Responsible for writing, reviewing, and revising thousands of test items for multiple-choice tests in the public service industry. This work includes conducting readability studies on job materials and test items, item analyses, and other statistical and research evaluations on written tests. All of the tests are being used on a national basis in public safety departments across the country.

One of the primary authors of several fire and law enforcement exams, measuring cognitive abilities, personality traits, and job knowledge, which are distributed nationally.

Physical Ability Tests

Responsible for conducting job analyses/test link-up studies, developing cutoff times, administration methodology, and event modifications for individual departments and departments in consortium testing.

Project Director of several consortium validation studies for firefighter physical ability tests and dozens of individual fire department studies.

Validation

Application of content validity approaches for validating numerous tests including entry-level reading ability tests, knowledge tests, and physical ability tests. Author of content validation reports designed to address the Uniform Guidelines on Employee Selection Procedures (1978).

Application of criterion-related validity (concurrent and predictive) to support content-validated tests, including the development of criteria, job performance predictions, pass/fail cutoff determinations, and ranking/banding for written and physical ability tests.

Cutoff Score Determination

Responsible for cutoff score analyses and/or determination of numerous multiple-choice tests. Seventeen years of experience in applying numerous statistical and practical tests for cutoff score determination. Analysis of data to determine job-related cutoff scores for multiple-choice tests using the Angoff method as modified by the U.S. v. South Carolina case using classical and conditional standard errors of measurement and other statistical approaches. Application of both content and criterion-related validity to determine cutoffs for different types of tests.

Job Analysis

Responsible for conducting multiple job analyses nationwide for the classification of Entry-Level Firefighter and Entry-Level Police Officer. Responsible for working with numerous subject-matter experts in identifying duties, importance ratings, duty statements, degrees of importance, consequence of errors, knowledge, skills, abilities, physical and other characteristics, and numerous link-up studies between job analyses and various tests.

Educational Background

B.A. Psychology: California State University, Sacramento, CA

M.S. Industrial/Organizational Psychology: California State University, Sacramento, CA/
Capella University. Emphasis: Test Validation, Statistics, Organizational Behavior.

Memberships

Memberships with the following associations:

International Personnel Management Association (IPMA)

International Personnel Management Association Assessment Council (IPMAAC)

Personnel Testing Council, Northern California (PTC-NC)

Society for Human Resources Management (SHRM)

Nationally Published Co-Author/Reviewer

Firefighters Exams (5th ed.) Barron's Educational Series, Inc., technical reviewer

Firefighter Exam for Dummies (2011), co-author/technical reviewer

Police Officer Exam for Dummies (2011), co-author/technical reviewer

Presentations/Trainings/Publications

Bell, S.L. (2000). *Establishing Cutoffs for Physical Ability Tests in the Protective Service Industry*. Presented at the International Personnel Management Association conference, Washington, D.C.

Bell, S.L. (2007). *Administering Structured Oral Interviews and Rater Training*. Presented to the Edmonton Emergency Response Department Human Resources and Fire Department, Edmonton, AB.

Bell, S.L. (2007). *Seven Steps for Developing a Valid Paper-and-Pencil Written Promotional Examination Using Content Validation*. Presented at the International Association of Fire Chief's conference, Atlanta, GA.

Bell, S.L. (2008). *Administering Structured Oral Interviews and Rater Training*. Presented to the Edmonton Emergency Response Department Human Resources and Fire Department, Edmonton, AB.

Bell, S.L. (2008). *Candidate Orientation—Preparing for the Entry-level Firefighter Written Examination Process*. Presented to the Burbank Fire Department applicants, Burbank, CA.

Bell, S.L. (2009). *Administering Structured Oral Interviews and Rater Training*. Presented to the Baltimore City Human Resources and Fire Department, Baltimore, MD.

Bell, S.L. (2009). *Administering Structured Oral Interviews and Rater Training*. Presented to the Edmonton Emergency Response Department Human Resources and Fire Department, Edmonton, AB.

Bell, S.L. (2010). *Candidate Orientation—Preparing for the Entry-level Firefighter Written Examination Process*. Presented to the Burbank Fire Department applicants, Burbank, CA.

Bell, S.L. (2011). *Administering Structured Oral Interviews and Rater Training*. Presented to the City of Dayton Human Resources and Fire Department, Dayton, OH.

Bell, S.L. & Biddle, D.A. (2011). *Maintaining Physical Standards Using Physical Ability Testing: Are your Incumbents Fit for the Job?* Presented at the International Association of Fire Chief's conference, Atlanta, GA.

Bell, S.L. & Biddle, D.A. (2011). *Is your Department's Entry-Level Firefighter Testing Program Properly Calibrated to Screen in the Most Well-rounded and Qualified Recruits?—A National Fire Chief Survey Reveals the Key Ingredients that Should be Included in your Department's Fire Test*. Presented at the International Association of Fire Chief's conference, Atlanta, GA.

Biddle, D.A. & Bell-Pilchard, S.L. (2012). *Testing in the Fire Service Industry: A Handbook for Developing Balanced and Defensible Assessments*. Scottsdale, AZ: Infinity Publishing.

Biddle, D.A. & Bell-Pilchard, S.L. (2013). *Personnel Testing in the Public Safety Industry: A Practitioner's Guide for Developing Balanced and Defensible Assessments*. Scottsdale, AZ: Infinity Publishing.

Selected Technical Reports and/or Selection-Device Development/Validation

Central Valley Joint Recruitment Testing (City of Bakersfield, City of Clovis, City of Fresno, City of Sanger, City of Tulare, City of Visalia, and Kings Country), CA 6/98
Physical Ability Test Content Validation Study: Entry-Level Firefighter Consortium

Anchorage Fire Department, AK 6/99
Selection Plan Weighting Survey: Entry-Level Firefighter and Firefighter/Paramedic
Physical Ability Test Content Validation Study: Entry-Level Firefighter and Firefighter/Paramedic

Baton Rouge Fire Department, LA 6/99
Physical Ability Test Content Validation Study: Entry-Level Firefighter

City of Oceanside, CA 7/99
Physical Ability Test Content Validation Study: Entry-Level Firefighter

North Lake Tahoe Fire Protection District, NV 6/00
Physical Ability Test Content Validation Study: Entry-Level Firefighter

City of Anaheim, CA 1/01
Job Analysis: Entry-Level Firefighter
Content Validation Study: Chief's Oral Interview Questions for Entry-Level Firefighter

Soldotna Central Emergency Services, AK 4/02
Physical Ability Test Content Validation Study: Entry-Level Firefighter

Monterey County Consortium (Carmel Fire Department, Mid-Valley Carmel Fire District, Monterey Fire Department, Seaside Fire Department, and Salina Rural Fire District), CA 6/03
Physical Ability Test Content Validation Study: Entry-Level Firefighter

Las Vegas and North Las Vegas Fire Departments, NV 7/03
Job Analysis: Entry-Level Firefighter
Content Validation Report: Test Preparation Manual (TPM) 8th Ed. Written Test

North Lake Tahoe Fire Protection District, NV 3/04
Job Analysis: Fire Inspector, Firefighter-I, Firefighter/Paramedic, Fire Engineer, Fire Captain, Battalion Chief, Assistant Fire Chief, and Fire Chief
Content Validation Study: Fire Captains Assessment Center Exercises

Anaheim Police Department, CA 4/05

Job Analysis: Entry-Level Police Officer

Development of the TPM 5th Ed.

Creation of Parallel Reading Ability Test Forms

Creation of a Writing Ability Test Form

Content Validation Report: Test Preparation Manual (TPM) 5th Ed. Written Test and Writing Ability Test (WAT)

Tualatin Valley Fire & Rescue, OR 1/06

Job Analysis: Entry-Level Firefighter

Development of the TPM 9th Ed. TPM

Creation of Parallel Reading Ability Test Forms

Creation of a Writing Ability Test Form

Content Validation Report: Test Preparation Manual (TPM) 9th Ed. Written Test and Writing Ability Test (WAT)

City of Anaheim, CA 6/06

Job Analysis: Entry-Level Firefighter

Content Validation Study: Structured Oral Interview Questions for Entry-Level Firefighter

Henderson Fire Department, NV 6/07

Job Analysis: Entry-Level Firefighter

Development of the Comprehensive Examination Battery (CEB) Test 2nd Edition

Creation of Parallel Test Forms

Content Validation Report: Comprehensive Examination Battery (CEB) Test 2nd Edition

Denver Civil Service Commission, CO 4/08

Job Analysis: Entry-Level Police Officer

Development of the Situational Judgment and Writing Ability Test (SJWAT)

Creation of Parallel Test Forms

Creation of a Candidate Orientation Guide for the SJWAT

Content Validation Report: Situational Judgment and Writing Ability Test (SJWAT) for Entry-Level Police Officers

Austin Fire Department, TX 5/08

Transportability Study: Entry-Level Firefighter

Customized Entry-Level Firefighter Test Creation

Creation of a Candidate Orientation Guide for the Entry-Level Firefighter Written Test

Written Test Scoring, Analysis, and Cutoff Score for Entry-Level Firefighter Written Test

Content Validation Report: Entry-Level Firefighter Written Test

Mount Pleasant Fire Department, SC 6/08

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Weber Fire District, UT 7/08

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Fry Fire District, AZ 9/08

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Mesa Fire Department, AZ 9/08

Job Analysis: Entry-Level Firefighter

Development of the TPM 10th Ed. TPM

Creation of Parallel Reading Ability Test Forms

Content Validation Report: Test Preparation Manual (TPM) 10th Ed. Written Test

Baltimore City Fire Department, MD 6/09

Job Analysis: Entry-Level Firefighter

Development of the Reading Ability and Human Relations Skills Test (RAHRST)

Creation of Parallel Test Forms

Creation of a Candidate Orientation Guide for the RAHRST

Written Test Scoring, Analysis, and Cutoff Recommendation for RAHRST

Content Validation Report: Reading Ability and Human Relations Skills Test (RAHRST) for Entry-Level Firefighters

Dayton Civil Service Commission, OH 5/09

Test Plan Development

Job Analysis: Entry-Level Firefighter and Entry-Level Police Officer

Validation of Entry-Level Firefighter and Entry-Level Police Officer Written Tests

Validation of Entry-Level Firefighter and Entry-Level Police Officer Oral Interviews

Selection Plan Weighting of Entry-Level Police Officer Written Test

Written Test Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter and Entry-Level Police Officer Written Tests

Oral Board Rater Training for Entry-Level Police Officer Oral Interviews

Content Validation Reports: Entry-Level Firefighter and Entry-Level Police Officer

Mehlville Fire Protection District, MO 8/10

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Spokane Fire Department, WA 5/11

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Concord Township Fire Department, IN 5/11

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Lake Travis Fire Rescue, TX 5/11

Customized Written Test Development for: Fire Engineer/Fire Lieutenant/Battalion Chief

Cutoff Score Validation

Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests

Philadelphia Fire Department, PA 5/11

Test Plan Development

Job Analysis: Entry-Level Firefighter

Validation of Entry-Level Firefighter Written Test

Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests

Candidate Orientation/Training

Content Validation Report: Entry-Level Firefighter

Northern Nevada Fire Consortium, NV 5/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter Written Tests

Aberdeen Fire Department, SD 5/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Honolulu Fire Department, HI 6/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Physical Ability Test Site Certification and Norming

Tallahassee Fire Department, FL 7/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Physical Ability Test Site Certification and Norming

Lake Travis Fire Rescue, TX 7/12

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Candidate Orientation/Training

Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter Written Tests

Oral Board Rater Training for Entry-Level Firefighter Oral Interviews

City of Miami, FL 7/12

Test Plan Development

Job Analysis: Entry-Level Firefighter -EMT

Charleston Fire Department, SC 6/13

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Physical Ability Test Site Certification, Rater-Training, and Norming

American Fork Fire/Rescue Department, UT 3/13

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Central Mat-Su Fire Department, AK 3/14

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents

Physical Ability Test Site Certification, Rater-Training, and Norming

Columbia Police Department, MO 6/14

- Job Analysis: Entry-Level Police Officer
- Validation of Entry-Level Police Officer Written Test
- Written Test Scoring, Analysis, and Cutoff Recommendation for Entry-Level Police Officer Written Tests
- Content Validation Report: Entry-Level Police Officer

Chattanooga Fire Department, TN 9/14

- Job Analysis: Entry-Level Firefighter
- Development of the TPM 11th Ed. TPM
- Creation of Parallel Reading Ability Test Forms
- Content Validation Report: Test Preparation Manual (TPM) 11th Ed. Written Test

Lake Travis Fire Rescue, TX 6/15

- Physical Ability Test Content Validation Study: Entry-Level Firefighter
- Candidate Orientation/Training
- Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-Level Firefighter Written Tests
- Oral Board Rater Training and Oversight for Entry-Level Firefighter Oral Interviews

Baltimore City Fire Department, MD 7/15

- Job Analysis: EMT-Firefighter
- Development of the Reading Ability and Human Relations Skills Test (RAHRST)
- Creation of Parallel Test Forms
- Creation of a Candidate Orientation Guide for the RAHRST
- Written Test Scoring, Analysis, and Cutoff Recommendation for RAHRST
- Content Validation Report: Reading Ability and Human Relations Skills Test (RAHRST) for Entry-Level Firefighters
- Validation of the EMT-Firefighter Oral Board Assessment
- Oral Board Rater Training
- Physical Ability Test Content Validation Study: Entry-Level Firefighter
- Physical Ability Test Site Certification, Rater-Training, and Norming

Kerrville Fire Department, TX 12/15

- Physical Ability Test Content Validation Study: Entry-Level Firefighter
- Physical Ability Test Cutoff Recommendation

Philadelphia Fire Department, PA 6/16

- Test Plan Development
- Job Analysis: Entry-Level Firefighter
- Validation of Entry-Level Firefighter Written Test
- Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests
- Candidate Orientation/Training
- Content Validation Report: Entry-Level Firefighter

Victoria Fire Department, TX 1/17

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents
Physical Ability Test Cutoff Recommendations

Rockwall, TX 7/17

Physical Ability Test Content Validation Study: Entry-Level Firefighter and Incumbents
Physical Ability Test Cutoff Recommendations

Surprise Fire-Medical Department, AZ 9/17

Test Plan Development

Job Analysis: Entry-Level Firefighter

Validation of Entry-Level Firefighter Written Test

Written Test Scoring, Analysis, and Cutoff Recommendation for Written Tests

Content Validation Report: Entry-Level Firefighter

Validation of Entry-Level Firefighter Oral Boards

Oral Board Rater Training

Oral Board Onsite Oversight

Orange County Fire Authority, CA 1/18

Review of Probationary Firefighter Academy Performance Standards

Probationary Firefighter Job Analysis

Development and Validation of Probationary Firefighter Manipulative Physical Ability
Test for 6-Month and 12-Month Evaluations

Content Validation Report: Probationary Firefighter Manipulative Physical Ability Test

Lake Travis Fire Rescue, TX 3/18

Physical Ability Test Content Validation Study: Entry-Level Firefighter

Physical Ability Test Onsite Site Certification and Proctor Rater Training

Physical Ability Test Cutoff Recommendations

Written Test Administration, Scoring, Analysis, and Cutoff Recommendation for Entry-
Level Firefighter Written Tests

Oral Board Rater Training and Oversight for Entry-Level Firefighter Oral Interviews

TAB 6

Assessments: Design, Content, and Defensibility

Overview of Proposed Assessment:

FPSI recommends that the Austin Police Department *continues* to utilize the National Police Select Test (NPST) which has been successfully utilized by the Austin Police Department for police cadet testing since February 2018. The NPST was developed and validated using content validity requirements set forth by the *Uniform Guidelines on Employee Selection Procedures* (1978), Sections 14B(1-8) and 14C(1-9). The NPST measures reading comprehension, mathematical reasoning, and writing/language abilities. National job analysis data shows that *additional* skills and abilities such as reasoning/analyzing and various human relation skills (e.g., Working Under Stressful Conditions, Integrity, Ethics, Decision-Making, Self-Control, Maintain Confidentiality, Interpersonal Skills, Teamwork, Follow Orders, and Demonstrates Respect for Others) are also critical skills/abilities that should be measured in the entry-level police cadet test. The NPST currently includes these additional components which could be included or excluded for the test for the Austin Police Department. The NPST is one of our most widely-used selection tests for the entry-level police officer position. By using the NPST, the Austin Police Department will measure a broad range of abilities critical to successful job performance of the police cadet candidate. While basic cognitive ability items certainly have their role in the screening process, we believe that other non-cognitive items measuring critical skills and abilities necessary for police officers to effectively handle public assistance calls should also be measured.

These test components have been used by many large police departments across the country, including the Austin Police Department, Denver Police Department, Colorado Springs Police Department, Tacoma Police Department, Tempe Police Department, and the Asheville Police Department with great success. We find that the addition of the non-cognitive ability items in this test is a great way to mitigate adverse impact on the overall test.

Design and Content (A-F):

Origin of Proposed Assessment

In 2008, FPSI was awarded a contract whereby our consultants were asked to develop and validate two 110-item test forms with the Denver Police Department and which have since been used to successfully screen thousands of candidates across the country for entry-level police officer positions. These test forms, called the Situational Judgment and Writing Ability Test (SJWAT), consisted of items measuring basic writing ability and human relations skills. In April 2014, FPSI was awarded a contract with the Columbia Police Department in Columbia, Missouri to develop a new entry-level police officer written test for their recruitment process. Our consultants identified three additional job constructs from the job analysis that were included in the development of the final NPST. Input from police personnel across the country, as well as ratings from dozens of job analysis workshops, have indicated that the addition of these three constructs were of great value in the screening process of entry-level police officers. The Columbia Police Department provided 11 law enforcement personnel with a list of 13 SAPCs from our national entry-level police officer job description. These SAPC's have been reviewed and endorsed as critical SAPCs that should be measured in the preemployment hiring process by several dozen law enforcement personnel from different police jurisdictions across the country over the last 20 years. The 11 subject-matter experts (SMEs) assigned frequency and importance ratings to the 13 SAPC's on the list. Those SAPC's that were rated as being critical or extremely critical to successful job performance (to

achieving the purpose of the job) were identified as possible abilities to measure in the validation study. All of the SAPC's met this requirement. The final list of SAPCs was used to identify items to be used in the final NPST test form, and which are required for successful entry-level police officer job performance.

The same 11 SMEs then participated in the final test validation study. All necessary steps were taken to ensure a diverse ethnic/gender pool that had knowledge of the police officer job.

Number of Items on the Proposed Assessment

The NPST consists of several different components or sub-tests, including: reading comprehension items, mathematical reasoning items, writing/language ability items, reasoning/analysis skills, and human relations skills. The breakdown of items on the NPST follows:

Reading Comprehension = 20 items

Mathematical Reasoning = 15 items

Reasoning/Analyzing = 14 items

Writing/Language = 31 items

Situational Judgment (Human Relations) = 40 items

The NPST is a unit-weighted test whereby 66% of the test measures "academic success" (i.e., reasoning/analysis, reading, math, writing) and 34% of the test measures "personal characteristics" (i.e., various human relations skills). All items on the test are worth one-point (1 point). Since the NPST is a compensatory test, candidates are able to compensate for a weaker score in one section with a higher score in a different section.

While some believe that cognitive ability tests should not be used for entry-level selection purposes as the sole written test, fearing an increase in adverse impact, FPSI believes that including a cognitive ability component is essential. Justification for including a cognitive component follows:

1. Cognitive ability is part of the police cadet position;
2. Cognitive ability is held at different levels by different people; and
3. Cognitive ability will only be a partial portion of the overall test.

Time Limits for the Proposed Assessment

The NPST Test is a 120-item multiple-choice test and has a 3 hour time limit, although we find candidates typically complete with test within 1 ½ to 2 hours. There are four possible choices for each of the NPST questions (e.g., A, B, C, or D). A candidate has a 25% chance of *guessing* the correct answer, therefore candidates are encouraged to answer every question on the NPST. Candidates will receive 1-point for every question that they answer correctly, and 0-points for every question they answer incorrectly, select multiple answers for or leave blank on their answer sheet.

Reading Level for the Proposed Assessment

FPSI's approach to measuring true reading comprehension requires more than simply asking candidates to read 1-2 pages of text and then answer five questions related to the text. This is a fine way to measure short-term reading comprehension, but data shows that the best way to identify those candidates who will be successful in the academy is to measure a candidates' long-term reading comprehension. The NPST reading comprehension component requires that candidates have the Reading Comprehension Manual

(RCM) for one-to-two weeks *prior* to taking the written test. The reading passages do not include reading sections that may be advantageous to men or previous police officers. For example, a reading passage may come from standard operating procedures rather than a report writing chapter, as individuals with prior experience would have an advantage. All of the reading comprehension test questions on the test come directly from the RCM. Candidates may not refer to the RCM during the test. Rather, they will demonstrate their true reading comprehension skills by answering questions that will measure their ability to *read, retain, recall, and comprehend* police-related materials similar to what they will read in the academy and on the job. Candidates will download the RCM from the City of Austin's website at no cost. This link will be accessible to the City of Austin during the recruitment process.

As different readability analyses tend to produce different results, Fire & Police Selection, Inc. evaluated materials found in other police departments and the NPST™ Reading Comprehension Manual with four readability techniques: (1) the Flesch-Kincaid, (2) the Coleman-Liau, (3) the Bormuth, and (4) the FOG Readability Index. Each of these analyses evaluated a number of passages from both sets of the documents and produced a readability statistic expressed in a grade level. For example, a readability statistic of 11.0 indicates an 11th grade reading level. The average reading level associated with the typical materials found in other police departments was 12.8; the average reading level of the NPST™ Reading Comprehension Manual is 12.6. Therefore, the reading level of the NPST™ Reading Comprehension Manual is slightly below, but well within the range, of the level required for the job.

Preview of the Proposed Assessment

The NPST™ is a copyrighted, and confidential proprietary test form that may be viewed under a very controlled, and confidential setting. Given that our current clients utilize this test with the understanding that FPSI maintains the strictest security of the test, providing a copy of the test for review is only done on a case-by-case basis. If APD decision-makers are interested in viewing the test in its entirety, FPSI would provide a "Test Security Agreement" form that would need to be authorized and returned prior to sending a confidential copy to the City of Austin for review.

While we cannot provide the *actual* NPST™ test form in this proposal, we have provided a sample of test items from the NPST, which can be found in Tab 7, Exhibit A. The Candidate Orientation Guide can be provided to candidates qualified to take the written test *prior to the examination*. The candidate orientation guide includes basic information about the entry-level police officer job, a description of the written test components, and sample test items. Additionally, the candidate orientation guide will justify the applicability of the test constructs to the police cadet position with the Austin Police Department.

This document, currently, is a confidential document and shall not be shared with parties not directly responsible for reviewing the proposal for the RFP process. FPSI has watermarked "Confidential" on this document and appreciates the City of Austin treating this material as confidential. FPSI is amenable to any changes suggested by APD and will include any additional, specific, information about the department. The final candidate orientation guide will offer the candidates helpful hints in preparing for the testing process along with practice test items similar to those items found in the actual test. The candidate orientation will be made available on the Austin Police Department or City of Austin website (just as the Austin Police Department currently does with our Candidate Orientation Guide for Police Cadets during their police cadet recruitment process during the recruitment period) at no charge to the candidates. The Candidate Orientation Guide is not a required part of the testing process, but rather an optional study guide/practice test to familiarize the candidates with the test content.

Study Guide for the Proposed Assessment

The NPST™ has both a Candidate Orientation Guide (a preparatory manual that provides sample test questions and answers to prepare the candidates for the actual written test) and a Reading Comprehension Manual (RCM). The RCM is a required part of the NPST testing process as all 20 of the reading comprehension test items come directly from the RCM. Candidates should have access to the RCM one-to-two weeks prior to taking the written test. A copy of the RCM can be found in Tab 7, Exhibit F.

Validation (G-J):

Prior to the development and validation of any assessments, FPSI consultants conduct a thorough job analysis of the position for which the assessments are to be developed and validated. FPSI utilizes a process called GOJA® (Guidelines Oriented Job Analysis) for all job analysis and test development projects. The GOJA Process is a comprehensive job analysis method that has been used by hundreds of employers since its original development in 1975. Based on the requirements of the Guidelines (1978), the Principles (2003), and the ADA, GOJA is designed to help employers build customized job analysis and selection procedures that are fair, valid, effective, and defensible.

Work products developed with the GOJA Process have been challenged in court and the employer has won in each of the following cases:

Calderon v. Imperial County (a consent decree that specifically exempts the County from initiating a stringent selective certification procedure for all classifications that have been validated under the GOJA Process).

Forsberg v. Pacific Northwest Bell Telephone [840 F2d 1409, CA-9 1988] for maintenance administrators and test desk technicians.

Gilbert v. East Bay Municipal Utility District [DC CA, 19 EPD 9061, 1979] for customer accounting service supervisor.

Jones v. City of Long Beach (Los Angeles Superior Court, 1998) for proving essential functions under the requirements of the 1990 Americans with Disabilities Act.

Martinez v. City of Salinas [DC CA, No. C-78-2608 SW (S.J.)] for firefighter.

Parks v. City of Long Beach [DC CA, No. 84-1611 DWW (Px)] for fire engineer and captain.

Sanchez v. City of Santa Ana [DC CA, No. CV-79-1818 KN] for sergeant.

Simmons v. City of Kansas City [DC KS, No. 88-2603-0] for detective, sergeant, and lieutenant.

United States v. City of Torrance [DC CA, No. 93-4142-MRP (RMCx)] for firefighter.

In addition, GOJA has been discussed in several articles and textbooks:

Buford, J. A. (1991). Personnel Management and Human Resources in Local Government. Center for Governmental Services, Auburn University.

Gatewood, R. S. & Feild, H. S. (1986). Human Resource Selection. Drydan Press.

Buford, J. A. (1985). Recruiting and Selection: Concepts and Techniques for Local Government. Alabama Cooperative Extension Service, Auburn University.

Schuler, R. S. (1981). Personnel and Human Resource Management. West Publishing Company.

Bemis, S. E., Belenky, A. H., & Soder, D. A. (1984). Job Analysis: An Effective Management Tool. Bureau of National Affairs: Washington D.C.

Campbell, T. (July, 1982). Entry-Level Exam Examined in Court. The Western Fire Journal.

It is our recommendation that the GOJA process be used to conduct an **abbreviated** job analysis for the Austin Police Department entry-level police cadet position, focusing exclusively on the SAPCs measured on the NPST. Completing the GOJA Process enables employers to develop validated selection procedures for a position and determine the job duties that should be classified as “essential functions” under the ADA. If the GOJA Process is completed effectively, the result will be a job analysis that identifies the SAPCs that can be measured by the selection procedures for a given position.

The Guidelines¹ require completing a job analysis to provide evidence of validity for any practice, procedure, or test that has adverse impact². Conducting a job analysis is usually the first step in the validation process. The Guidelines specify the criteria for completing an acceptable job analysis, and these essential criteria have been included in the GOJA Process. Because the GOJA Process results in the identification of critical job duties, SAPCs, and physical requirements, it lays the necessary foundation for a content validity study and may also be used for gathering other forms of validity evidence (including criterion-related validity, construct validity, and other forms of validity).

The ADA requires providing “qualified individuals with disabilities” with “reasonable accommodations” to perform the essential functions (or “job duties”) of a given position. Because the GOJA Process investigates the frequency and importance of duties, the percentage of time that current job holders spend completing duties, whether a duty constitutes a fundamental part of the job, and the extent to which duties can readily be assigned to other employees, the GOJA Process is designed to distinguish between the essential and non-essential duties of a position (these are some of the primary ways that duties can be deemed essential³). In addition to using the GOJA Process for developing fair and validated selection processes and determining the essential functions of a position, it can help create Job Descriptions, Selections Plans, Supplemental Application Form, and Performance Appraisal Forms.

An FPSI consultant will conduct an abbreviated job analysis workshop to verify that the duties and SAPCs measured on the NPST are in fact critical duties and SAPCs performed by Austin Police Department police officers. The Austin Police Department will provide ten to twelve Subject-Matter Experts (SMEs), including two Sergeants, to participate in the job analysis workshop. The SME panels should represent a nice diverse group of individuals from all ethnic groups and both gender groups when possible. Data from this workshop will be used to verify the essential duties and SAPCs required for successful police cadet job performance.

Validation Method for Proposed Assessment

Given the fact that the City of Austin is interested in measuring the skills and abilities currently measured in our NPST, we recommend validating the current NPST to the Austin Police Department through a content-validation strategy. The NPST has been previously validated and addresses the requirements set forth by the *Uniform Guidelines on Employee Selection Procedures* (1978) for content validity. A copy of the technical report for the NPST can be found in Tab 7, Exhibit G. The technical report is confidential

¹ Questions & Answers, #27.

² Adverse impact occurs when a protected group has a difference in passing rates (when compared to the group with the highest rate), and the difference is statistically and practically significant.

³ See 29 C.F.R. § 1630.2(n).

and should not be viewed by anyone other than those members of the City of Austin responsible for selecting the vendor for this RFP. Given that these test components have undergone rigorous validation studies in the past, we are confident that the Austin Police Department would be provided with the most robust and job-related items without having to spend dozens of hours and thousands of dollars on developing new test content. Instead, the Austin Police Department SMEs would validate the items from our test bank of content-valid tests which have been used to screen hundreds of thousands of entry-level police applicants across the country, including police cadet candidates from the Austin Police Department in previous recruitment processes.

FPSI consultants will conduct a two-day, content-validation, workshop at a location secured by the City of Austin, using content-validity, to validate the NPST into the Austin Police Department's recruitment process. The Austin Police Department will provide 10-12 SMEs, including two Sergeants, to participate in the workshop. The SME panel should represent a diverse group of individuals from all ethnic groups and both gender groups when possible. The new police officer job analysis, previously developed by FPSI, will be used to validate the NPST to the Austin Police Department.

Subject-Matter Experts (SMEs) will participate in the validation workshop to link the test item bank for all subsets of NPST back to the Austin Police Department job analysis. The SMEs will complete the "Test Item Checklist" and review each of the test items to identify several factors (e.g., correctly keyed, fair to all groups, link each item to a job duty and a SAPCs on the job analysis, etc.) All items on the final test form will have met the criteria from this workshop which address the requirements for content validity as required by the *Uniform Guidelines on Employee Selection Procedures* Section 15C(1-9).

Additionally, SMEs will identify an appropriate cutoff score, specific to the Austin Police Department, for the test by assigning "Angoff" ratings to each and every item in the test bank. By using Angoff ratings identified by SMEs, the Austin Police Department will have a customized job-related cutoff for the written test. The Angoff score will identify the point on the distribution where a "minimally qualified candidate" would fall. The use of the "Angoff method" is frequently documented in literature and courts as an appropriate way to determine cutoff scores. In the event of a challenge to the cutoff score, the City of Austin would have the necessary documentation to demonstrate that the cutoff score was statistically derived based upon input from local SMEs rather than an arbitrary cutoff score determined by FPSI.

Upon completion of the validation workshop, FPSI shall prepare a thorough validation report addressing the requirements set forth by the *Uniform Guidelines on Employee Selection Procedures* (1978) Section 15C(1-9). This document will be invaluable to the City of Austin in the event of a challenge to the written test process.

FPSI has thoroughly read and understands the requirements outlined in Scope of Work section of this RFP. We confirm to have strong understanding of these requirements and agree to provide the services sought by the City of Austin as described in this RFP if we are so fortunate to continue to provide APD with its police cadet written test.

Reliability and Utility of Proposed Assessment

The reliability of the NPST is consistently high (between .80 and .94) and the standard deviation of the test is consistently between 7.0 and 13.0, which shows an adequate discrimination in the score distribution. This reliability estimate is derived from Cronbach's Alpha estimate of reliability, which is a reliability coefficient frequently used and cited in pre-employment and promotional testing.

FPSI has not conducted a utility study on the NPST, our clients frequently describe the *quality* of candidates resulting from the use of the assessment.

Defensibility of the Assessment (K-M):

All materials and data developed and collected throughout this project will be saved and stored onsite and kept under lock-and-key. All electronic information will be housed in a securely backed network monitored by professional, competent, I.T. staff dedicated to handling highly confidential client data. Proper documentation will be maintained throughout the process to justify the final cutoff scores. In the unlikely event of a candidate challenge, FPSI will furnish all necessary data and documentation to defend the entry-level police cadet recruitment project to any commission, board, court and other appropriate venues. Any time dedicated to gathering evidence to support the process, post-examination, would be charged at current published billable rates as described on the following page.

Compliance with LGC Chapter 143

FPSI is very familiar with LGC Chapter 143. The terms are very similar to other civil service requirements our clients frequently have to work within. The proposed assessment will address the requirements pertaining to the pre-employment written test (e.g., will be based on the person's general knowledge and aptitude, will be based on a maximum grade of 100 percent, etc.). FPSI has over 20 years of working with large metropolitan fire and police departments, as well as cities and counties, who have similar requirements in their testing practices. Since our inception in 1997, FPSI has never been involved in any litigation asserting that our assessments do not comply with LGC §143.025, or any similar civil service testing requirement.



Fire & Police Selection, Inc.

193 Blue Ravine Rd., Ste. 270 / Folsom, CA 95630
Toll-free: 888.990.3473 Local: 916.294.4242 Fax: 916.294.4240
www.FPSI.com

2018 PERSONNEL RATES, EXPENSES, AND TERMS

PERSONNEL RATES:

Personnel rates are for staff consulting services and travel time and are charged at the hourly rates listed below. These rates do not include reimbursable expenses such as hotel, subsistence, air fare, parking, etc. which are billed on an actual cost basis as explained below. Rates can be modified as often as annually.

Time for testimony in either deposition or court for any Consultant is \$450 per hour, and for any staff personnel is \$300 per hour. These fees are guaranteed by the client for whom we have been retained. The fee for expert testimony at deposition is to be paid to Fire & Police Selection, Inc. at least two days prior to the deposition by the party requiring the deposition. Fees for testimony in court or non-expert deposition testimony will be charged separately as part of the monthly billing. Preparation time, travel time, time spent waiting to testify, and expenses associated with the testimony will be billed at the regular rates separately to the client.

Hourly Rates (\$)

President	375
Principal Consultant	300
Senior Consultant	250
Consultant III	200
Consultant II	190
Consultant I	180
Analyst II	160
Analyst I	150
Administrative Assistant I	100

REIMBURSABLE EXPENSES:

1. Actual costs for hotel, subsistence, parking, air fare, surface travel (taxi, bus, car rental, and train), outside printing, Internet, telephone, online research, postage, shipping, and tolls will be billed as reimbursable expenses.
2. Mileage will be billed at the current IRS rate as a reimbursable expense.

TERMS

1. Terms for payment of invoices is 30 days net. A monthly fee of 1.5% is charged on any unpaid balance starting the first day an invoice becomes late. Fees and costs needed to collect any unpaid fee will be paid by client.
2. Any work product developed under the advice or direction of any Fire & Police Selection, Inc. employee will retain the copyright of Fire & Police Selection, Inc.
3. Unresolved issues between the parties will be submitted to binding arbitration in Sacramento, California. Fees and costs, including those of Fire & Police Selection, Inc. employees at their prevailing rates for litigation, will be paid by the client.

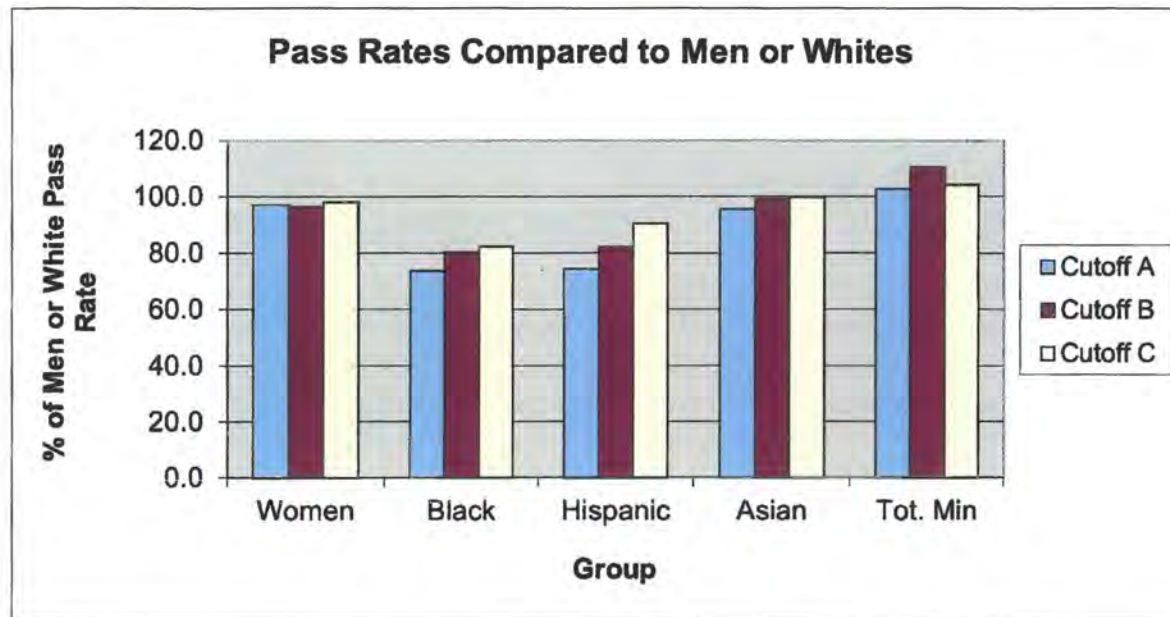
NOTE: FPSI cannot provide a guarantee of compliance or insulate the employer from liability.

Adverse Impact of Proposed Assessment

While it is impossible to predict whether or not a test will have adverse impact on a particular candidate pool, the NPST consistently results in a diverse final eligibility list. Listed below are *typical* passing rates on the NPST when setting the cutoff around the 70% range (Cutoff Option B):

Statistics from a recent entry-level police officer test administration:

	Men		Women		White		Black		Hispanic		Asian		Native American	
	(#)	(%)	(#)	(%)	(#)	(%)	(#)	(%)	(#)	(%)	(#)	(%)	(#)	(%)
Pass	614	87.1	194	84.0	564	90.5	45	72.6	129	74.1	44	89.8	12	100.0
Fail	91	12.9	37	16.0	59	9.5	17	27.4	45	25.9	5	10.2	0	0.0
80% Test				0.96				0.80		0.82		0.99		1.10



Summary Test Results By Gender/Ethnicity

	Total #	Mean	Standard Deviation
All Test Takers	940	93.572	10.264
Men	705	93.668	10.267
Women	231	93.394	10.220
Did Not Specify	4	87.000	13.115
Whites	623	95.205	9.438
Blacks	62	88.323	12.287
Hispanics	174	89.437	10.976
Asians	49	93.939	9.043
Native Americans	12	97.333	7.958
Others	17	93.706	8.950
Did Not Specify	3	81.000	17.000
Total Minorities	314	90.452	10.984

Test Scoring, Adverse Impact Analysis, and Cutoff Recommendation

FPSI suggests that the NPST be used as a pass/fail device to ensure minimum competency, but the test may be used as a ranked device if SMEs identify the SAPCs to be performance differentiating in the validation workshop. By using a job-related competency-based cutoff on the NPST, the City of Austin could be confident that it has identified candidates with minimum competencies in the areas measured on the test and allow other assessments (e.g., an oral board, etc.) to differentiate between marginally successful and higher levels of job performance.

FPSI shall provide all information collected by the candidates on the Test Answer Form (answer sheets) to the City of Austin. This *may* include: name, I.D. number, gender, ethnicity, etc., all of which can be collected on the answer sheet.

Following the test administration, the City of Austin shall return all candidate test answer forms to FPSI for scoring. FPSI shall score all test answer forms and conduct an exhaustive adverse impact analysis and recommend three possible cutoff scores to the City of Austin within five business days of receipt of data, although we *typically* provide result in two to three days.

FPSI shall provide the data to the client in an excel spreadsheet whereby all demographic information collected on the Answer Sheet (e.g. name, I.D. number, gender, ethnicity, etc.) along with the candidates' test scores (both raw score and percentage score). The City of Austin shall be provided with a letter from FPSI which will explain the test statistics and the recommended cutoff score options. This letter will be emailed in Microsoft Word format and an original copy will be sent to the City of Austin via Federal Express.

Proctoring Requirements

Administering and proctoring the NPST is simple. FPSI shall provide the City of Austin, or lead contact from Human Resources, with the appropriate number of test booklets on a date requested by the City but which shall be a minimum of one week prior to the test administration. The shipment will also include "Test Administration Instructions," candidate instructions, and test answer forms. The City seeks a representative from FPSI to attend the test administration. FPSI will provide a lead test proctor to attend one day of test administration. Upon completion of the test, the City shall collect one test booklet, one candidate instruction sheet, and one test answer form from each candidate before he/she leaves the room. After all candidates have completed the test, the proctor shall make photocopies of the original test answer forms, as a safety precaution, and return the original test answer forms to FPSI's office for scoring purposes. All used and unused test booklets shall be returned to FPSI using FedEx, UPS, or some other carrier that will provide a tracking number to ensure the safe return of the materials.

Security and Handling of Test Materials

There are a number of safe-guards and security procedures that will be implemented throughout the process to ensure the confidentiality of all documentation and materials along the way, most specifically those related to the actual test materials. A breakdown of such measures follows:

1. Test booklets will be numerically numbered with a test booklet number on the front cover and the candidates will be required to write this number in the designated area on the answer sheet. This allows FPSI to link each test booklet back to a candidate in the event that a test booklet is lost or stolen during the administration of the test.

2. FPSI shall have the test booklets delivered to the City of Austin liaison at least one week prior to the test date, unless otherwise specified by the City. The City shall provide FPSI with a minimum of two weeks of notice prior to the test administration date to prepare the test booklets. The shipment will include a "Record of Shipment" form that shall be completed and authorized by a representative responsible for the handling of the test materials. This form requires that all test booklets be counted prior to the test administration to ensure that no booklet was lost in shipment. In the 20+ years that our firm has conducted business, we have never had a test booklet lost in shipment as we rely on professional couriers such as FedEx or UPS and always obtain tracking information.
3. FPSI shall request the City of Austin to make photocopies of all answer sheets before returning them to FPSI for scoring purposes. In the unlikely event that a package is lost, the City of Austin would be able to provide copies of the answer sheets to FPSI for hand-entering rather than requiring a candidate to retest.
4. Upon completion of the test administration, every used and unused test booklet shall be counted and recorded on the "Record of Shipment" form created for the post-test inventory. The City of Austin shall return all used and unused test booklet to FPSI's firm within 21 business days. The materials shall be returned by either FedEx, DHL, or UPS. Upon receipt of the test materials, FPSI's staff shall count all used and unused test booklets to ensure that all of the materials are accounted for and no test booklet was lost during the shipping and administration process. In the unlikely event that there is a missing booklet, FPSI's shall identify the test booklet that is missing (by identifying which control number is not accounted for---this is the number that will be printed on the front cover of each test booklet) and will then link that control number to the answer sheet to identify which candidate used the missing test booklet. FPSI would then contact the liaison with the City of Austin and inform him/her of the issue and determine how to proceed.

Disparate Impact Claims on Proposed Assessment

Since the incorporation of Fire & Police Selection, Inc., there has never been a formal challenge to any of the products and/or services provided to our clients. Our selection devices and consulting services have been used to screen hundreds of thousands of candidates with tremendous success. Our success not only comes from our conservative approach to test development and validation but can also be attributed to our rigorous security measures. Test security and confidentiality are paramount to our business for two reasons: (1) We have the responsibility to ensure that we provide validated selection devices that have not been compromised so that the client has confidence in making hiring and promotional decisions based upon test scores resulting from such devices; and (2) The proprietary nature of our business requires that we maintain strict security guidelines to ensure that our tests are secure as developing and validating such devices often takes several months and several thousands of dollars of consultant's time.

TAB 7

Sample Feedback Forms

FPSI does not provide “Feedback Forms” to candidates. All verbal and written communication pertaining to test results comes directly from FPSI consultant and is shared with the client. If the client elects to provide a breakdown of test results to the candidates, FPSI will provide the client with an Excel spreadsheet that identifies which test items the candidates answered correctly, and which test items the candidates answered incorrectly. FPSI can provide a breakdown of the total items answered correctly and incorrectly in each of the five (5) sub-sets, if requested by the City of Austin.

Timeline of Tasks

In order to have the NPST test form and study guide validated and ready for use by January 2019, the test validation workshop should be completed by early October 2018. This would mean that FPSI would need to conduct the test validation workshop by September. FPSI consultants will conduct a two-day “mini” job analysis and test validation workshop. At this workshop, SMEs will assign ratings to the SAPCs measured by the NPST and to the various job duties linked to these SAPCs. SMEs will then link all of the test bank items to the SAPCs and assign difficulty ratings to determine an appropriate cutoff for the test. Following this workshop, the test form will be finalized and a cutoff score will be determined (if the City elects to use a different cutoff score than 70%) along with a thorough content validation report by November 15th 2018. This final Content Validity Report will address the requirements found in the *Uniform Guidelines on Employee Selection Procedures* (1978) Section 15C(1-9) under content validity studies. This document will be invaluable in the event of a candidate challenge.

Listed below is a breakdown of responsibilities and time necessary to complete each step. Assuming that both parties adhere to the timelines, the City of Austin will have a validated test form available to use for its police cadet test administration projected for January 2019.

<u>Task</u>	<u>Responsibility</u>	<u>Amount of Time Needed</u>
Select SMEs for the Job Analysis & Validation Workshop	City of Austin	One day
Secure a location for the workshop	City of Austin	One week
Prepare for the workshop	FPSI	Two days
Conduct workshop	FPSI	Two days
Analyze workshop data	FPSI	Two weeks
Compile final test items and study guide	FPSI	Two weeks
Write Content Validity Report	FPSI	Two weeks
Administer Written Test	FPSI/City of Austin	One day
Exam Scoring	FPSI	One week
Analysis of Results	FPSI	One week
Total Time Necessary		Approximately 3 Months

TAB 8

Timeline

In order to have the NPST test form and study guide validated and ready for use by January 2019, the test validation workshop should be completed by early October 2018. This would mean that FPSI would need to conduct the test validation workshop by September. FPSI consultants will conduct a two-day “mini” job analysis and test validation workshop. At this workshop, SMEs will assign ratings to the SAPCs measured by the NPST and to the various job duties linked to these SAPCs. SMEs will then link all of the test bank items to the SAPCs and assign various validation ratings required by the Uniform Guidelines (1978) for a content validity study. Following this workshop, the test form will be finalized along with a thorough content validation report by November 15th 2018. This final Content Validity Report will address the requirements found in the *Uniform Guidelines on Employee Selection Procedures* (1978) Section 15C(1-9) under content validity studies and will be in accordance with the *Principles for Validation and Use of Employees Selection Procedures* as adopted by SIOP. This document will be invaluable in the event of a candidate challenge.

Listed below is a breakdown of responsibilities and time necessary to complete each step. Assuming that both parties adhere to the timelines, the City of Austin will have a validated test form available to use for its police cadet test administration projected for January 2019.

<u>Task</u>	<u>Responsibility</u>	<u>Amount of Time Needed</u>
Select SMEs for the job analysis/validation workshop	City of Austin	One day
Secure a location for the workshop	City of Austin	One week
Prepare for the workshop	FPSI	Two days
Conduct workshop	FPSI	Two days
Analyze workshop data	FPSI	Two weeks
Compile final test form and study guide	FPSI	Two weeks
Write Content Validity Report	FPSI	Two weeks
Administer (onsite) written test	FPSI/City of Austin	One day
Exam scoring	FPSI	One week
Analysis of test results	FPSI	One week
Total Time Necessary		Approximately 3 Months

SECTION II

Request for Proposal

The City of Austin

Police Cadet Pre-Employment Assessment

RFP#: 8700 EAD3001



**PREPARED BY FIRE & POLICE SELECTION, INC.
193 Blue Ravine Rd., Ste. 270
Folsom, CA 95630**

June 19, 2018

Price Proposal

The City of Austin has requested that prospective vendors provide a price proposal for the services related to the Scope of Work on the Section 610 Pricing Sheet. However, this sheet only includes sections for Job Analysis Pricing (if applicable), Pre-Employment Assessment Pricing (per candidate), and Legal Support. Per Addendum #3 (6/15/18), the City of Austin has asked that vendors provide two (2) Pricing Sheets, if one of the pricing sheets will include validation.

Please note that Section 610 **“Pricing Sheet A”** includes costs for the following:

- Number of test booklets ordered by the City of Austin (this includes the costs associated with travel for the onsite test administration, onsite test administration monitoring, shipping/handling, scoring, and data analysis since there was no section on the Section 610 Pricing Sheet to list these costs)
- Legal support (if necessary)

*This does **not** include any costs associated with validation of the assessment or preparation of the Content Validity Report.

Please note that Section 610 **“Pricing Sheet B”** includes costs for the following:

- All costs associated with test validation (e.g. job analysis/validation workshop, data analysis, preparation of the Content Validity Report, etc.)
- Number of test booklets ordered by the City of Austin (this includes the costs associated with travel for the onsite test administration, onsite test administration monitoring, shipping/handling, scoring, and data analysis since there was no section on the Section 610 Pricing Sheet to list these costs)
- Legal support (if necessary)

*This **does** include any costs associated with validation of the assessment or preparation of the Content Validity Report.



PRICING SHEET A

City of Austin Purchasing Office
Section 061--Pricing Sheet
RFP 8700 EAD3001

Section 1 - Job Analysis Pricing (if applicable)

RANK		PRICE
1.1	Patrol Officer	NO job analysis or test validation.

Section 2 - Pre-Employment Assessment Pricing

NUMBER OF APPLICANTS		PRICE PER APPLICANT
2.1	1-500	\$38.00
2.2	501-999	\$23.00
2.3	1,000-1,499	\$19.00
2.4	1,500+	\$16.00

Section 3 - For Informational Purposes Only

3.1	Expert Legal Support Fee (per Hour)	\$375/hr for support \$450/hr for testimony
3.2	Administrative Legal Support Fee (per Hour)	\$100/hr

PRICING SHEET B



**City of Austin Purchasing Office
Section 061--Pricing Sheet
RFP 8700 EAD3001**

Section 1 - Job Analysis Pricing (if applicable)

RANK		PRICE
1.1	Patrol Officer	\$21,000.00

Section 2 - Pre-Employment Assessment Pricing

NUMBER OF APPLICANTS		PRICE PER APPLICANT
2.1	1-500	\$38.00
2.2	501-999	\$23.00
2.3	1,000-1,499	\$19.00
2.4	1,500+	\$16.00

Section 3 - For Informational Purposes Only

3.1	Expert Legal Support Fee (per Hour)	\$375/hr for support \$450/hr for testimony
3.2	Administrative Legal Support Fee (per Hour)	\$100/hr

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Dan Dellemonache
Sponsor/User Dept.	APD	Sponsor Name/Phone	4-5057
Solicitation No	RFP 8700 EAD3001	Project Name	Police Cadet Hiring
Contract Amount	\$500,000	Ad Date (if applicable)	5/21/18
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Police cadet hiring by a consultant since APD is currently under LGC 143			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
First contract of its type			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
92420 - 100%			
Erin D'Vincent		5/11/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/11/2018	Date Assigned to BDC	5/11/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

No subcontracting opportunities

Keisha Houston-McCutchin

SMBR Staff

Signature/ Date

5/14/18

SMBR Director or Designee

Date

5-14-18

Returned to/ Date: