

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
FirstIdea, Inc. dba Booth Research Group ("Contractor")
for
EMS Promotional Testing
MA 5800 NA200000010**

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 FirstIdea, Inc. dba Booth Research Group having offices at 19029 E. Plaza Drive Suite 200, Parker, CO 80134 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 5800 EAD3004.

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), 5800 EAD3004 including all documents incorporated by reference
- 1.1.3 FirstIdea, Inc.'s Offer, dated July 29, 2019, 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.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months.

1.3.2 The Contract may be extended beyond the initial term for up to two (2) additional twenty-four (24) month periods at the City's sole option.

1.3.2.1 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.

1.3.2.2 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 the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$300,000 for the initial Contract term and \$300,000 for each extension option, for a total contract amount Not-to-Exceed \$900,000. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 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 for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
- 1.6.1 Exhibit D – BAFO

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


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

**FIRSTIDEA, INC. DBA BOOTH
RESEARCH GROUP**

CITY OF AUSTIN

Annette M. Alvarez

Printed Name of Authorized Person


Signature

President & CEO

Title:

10/21/19
Date:

Erin D'Vincent

Printed Name of Authorized Person


Signature

Procurement Supervisor

Title:

11-19-19
Date:

1 ADJUSTMENTS TO PRICING

In our last conversation, we jointly identified that our business developer interpreted (in error) the RFP instruction to “negotiate for best value” regarding Assessment Centers and Technical Skills exercises as an instruction to defer accounting for Assessor and Facility costs until they had actually been determined.

Understanding now that the City of Austin is asking for those estimated costs to be included, the following adjustments are made to our pricing proposal.

1.1 ESTIMATED ASSESSOR COSTS

Estimated Travel Expenses per Assessor by day:

Expense Category	1-15 Candidates	16-35 Candidates	36-60 Candidates	61+ Candidates
Airfare*	\$400	\$400	\$400	\$400
Luggage	\$ 50	\$ 50	\$ 50	\$ 50
Ground Transportation	\$ 50	\$ 50	\$ 50	\$ 50
Per Diem Meals**	\$ 61	\$122	\$183	\$244
Per Diem Lodging**	\$160	\$320	\$480	\$640
Total (per assessor day)	\$721	\$942	\$1,163	\$1,384

Incremental Costs (Assessor Expenses)	1-15 Candidates	16-35 Candidates	36-60 Candidates	61+ Candidates
Assessment Centers (9 Assessors)	\$6,489	\$8,478	\$10,467	\$12,456
Technical Skills (3 Assessors)	\$2,163	\$2,826	\$3,489	\$4,152

* Airfare is estimated at an average \$400 round trip from locations likely to provide Assessors.

** Per Diem are based from the Federal GSA Per Diem Schedules for Austin, Texas.

1.2 ESTIMATED FACILITY COSTS

Persistent efforts to poll likely Austin venues to estimate costs for Assessment Centers and Technical Skills Exercises proved difficult. Given Austin's success at attracting major events such as South-By-Southwest, the prices for rooms within likely hotels can vary wildly dependent on the dates of the actual processes.

Likely expenses without specific dates or aggressive negotiation are anticipated to not exceed \$450 per room per day. FirstIdea has a history of successful negotiations with venues for these services and commits to aggressively pursue the lowest possible costs for both Assessment Rooms and lodging. And of course, these will be billed at cost with no upcharge to the City of Austin.

Incremental Costs (Venue Rental)	1-15 Candidates	16-35 Candidates	36-60 Candidates	61+ Candidates
Assessment Centers (5 Rooms) *	\$2,250	\$4,500	\$6,750	\$9,000
Technical Skills (3 Rooms) **	\$1,350	\$2,700	\$4,050	\$5,400

* For Assessment Centers we anticipate 1 Prep Room, 1 Break Room & 3 Presentation Rooms

** For Technical Skills we anticipate 1 Prep Room, 1 Break Room & 1 Presentation Room

1.3 TOTAL ESTIMATED ADDITIONAL COSTS

Incremental Costs	1-15 Candidates	16-35 Candidates	36-60 Candidates	61+ Candidates
Assessment Centers	\$8,739	\$12,978	\$17,217	\$21,456
Technical Skills	\$3,513	\$ 5,526	\$ 7,539	\$ 9,552

Exhibit D - BAFO
Section 0610 - Price Proposal

Section 1 - Job Analysis					
RANK		PRICE PER RANK			
1	Commander – Field	\$7,000			
2	Commander – Communications	\$7,000			
3	Captain – Field	\$7,000			
4	Captain – Communications	\$7,000			
5	Clinical Specialist – Field	\$7,000			
6	Clinical Specialist – Communications	\$7,000			
Section 1 Total		\$42,000			
Section 2 - Written Multiple-Choice Promotional Examination					
RANK		PRICE PER RANK			
7	Commander – Field	\$8,000			
8	Commander – Communications	\$8,000			
9	Captain – Field	\$8,000			
10	Captain – Communications	\$8,000			
11	Clinical Specialist – Field	\$8,000			
12	Clinical Specialist – Communications	\$8,000			
Section 2 Total		\$48,000			
Section 3 - Technical Skills Evaluation					
RANK		PRICE PER RANK 1-15 employees	PRICE PER RANK 16-35 employees	PRICE PER RANK 36-60 employees	PRICE PER RANK 61+ employees
13	Clinical Specialist – Field	\$11,283	\$17,726	\$24,139	\$30,452
14	Clinical Specialist – Communications	\$11,283	\$17,726	\$24,139	\$30,452
Section 3 Total		\$22,566	\$35,452	\$48,278	\$60,904
Section 4 - Assessment Center					
RANK		PRICE PER RANK 1-15 employees	PRICE PER RANK 16-35 employees	PRICE PER RANK 36-60 employees	PRICE PER RANK 61+ employees
15	Commander – Field	\$18,839	\$26,078	\$33,317	\$40,556
16	Commander – Communications	\$18,839	\$26,078	\$33,317	\$40,556
17	Captain – Field	\$18,839	\$26,078	\$33,317	\$40,556
18	Captain – Communications	\$18,839	\$26,078	\$33,317	\$40,556
Section 4 Total		\$75,356	\$104,312	\$133,268	\$162,224
ADDITIONAL SERVICES - FOR INFORMATIONAL PURPOSES ONLY					
19	Expert Legal Support - Price Per Hour	\$250			
20	Administrative Legal Support - Price Per Hour	\$80			

CITY OF AUSTIN, TEXAS

RFP # 5800 EAD3004

EMS PROMOTIONAL TESTING

TECHNICAL PROPOSAL

FIRSTIDEA, INC.

PREPARED BY

Guillermo Alvarez, MA
Vice President

Francis Arduini, MBA
Business Developer

Date: July 30, 2019

FirstIdea, Inc.
P: (303) 840-3346
E: Frank@firstidea.org



19029 E. Plaza Dr., Ste 200
Parker, CO 80134



Leyla Mammadova
Procurement Specialist III
City of Austin, Municipal Building
124 W 8th Street, Rm 308
Austin, Texas 78701

Dear Ms. Mammadova:

On behalf of the FirstIdea team, we are pleased to submit the following proposal to partner with The City of Austin to provide EMS Promotional Testing.

Our methodology conforms to the highest professional standards and testing guidelines as defined by the *Uniform Guidelines on Employee Selection Procedures* and the *Principles for the Validation and Use of Personnel Selection* of the **Society for Industrial and Organizational Psychology** (SIOP). We present our methodology to demonstrate we are fully prepared to meet and exceed all project objectives.

Our services will be performed in a timely manner and include:

- Conduct a job analysis for the ranks of:
 - Commander - Field
 - Commander – Communications
 - Captain – Field
 - Captain – Communications
 - Clinical Specialist – Field
 - Clinical Specialist – Communications
- Development of content-valid written exams
- Validate a passing score for each exam
- Provide a bound validation report
- Provision of expert testimony for any appeals, as needed
- Develop and validate technical skills evaluations
- Conduct orientation sessions before technical skills evaluations
- Develop promotional assessment centers **customized** for the Department
- Conduct orientation sessions for all assessment candidates
- Score the assessment center
- Recruit and select assessors
- Perform training sessions to assessor panels

Representing FirstIdea in negotiation with the City will be:	
Annette M. Alvarez, MBA President/CEO Tel: (303) 840-3346 Fax: (303) 840-3347 email: annette@firstidea.org	Guillermo Alvarez, MA Vice President Tel: (303) 840-3346 Fax: (303) 840-3347 email: galvarez@firstidea.org

Thank you for your time and the opportunity to partner with the City of Austin.

This proposal, including all proposed prices, contained herein shall remain firm and irrevocable for ninety (90) days following the due date of the proposal. FirstIdea agrees to be bound by the representations of our proposal during the term of agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Guillermo Alvarez', with a stylized, flowing script.

Guillermo Alvarez, MS
Vice President, FirstIdea, Inc.

19029 E. Plaza Dr., Ste 200
Parker, CO 80134



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1 CITY OF AUSTIN PURCHASING OFFICE DOCUMENTS

A. Signed Offer Sheet	✓
B. Section 0605 Local Business Presence Identification Form	N/A
C. Section 0630 Exceptions	✓
D. Section 0800 Non-Discrimination and Non-Retaliation Certification	✓
E. Section 0835 Nonresident Bidder Provisions	✓
F. Section 0840 Service-Disabled Veteran Business Enterprise	✓
G. Section 0900 Subcontracting/Sub-consulting Utilization Form	✓
H. Section 0905 Subcontracting/Sub-consulting Utilization Plan	N/A
I. Signed Addenda	✓

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: FirstIdea, Inc.

Company Address: 19029 E. Plaza Dr., Suite 200

City, State, Zip: Parker, CO 80134

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: Guillermo Alvarez

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: July 29, 2019

Email Address: galvarez@firstidea.org

Phone Number: 303 840-3346 x202

*** 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
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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.

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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.

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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

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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.

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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

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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

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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.

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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.

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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

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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.

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- 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".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov at least ten (10) business 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.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (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 \$1,000,000 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 twenty-four (24) months. The Contract may be extended beyond the initial term for up to two (2) additional twenty-four (24) 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 120 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.

4. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

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- 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	Human Resources Department
Attn:	Michael Sullivan
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- 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/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing 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). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

7. 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

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agencies through an interlocal cooperative agreement.

8. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
9. **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:

Mecia Griffin

(512) 974-3235

Mecia.Griffin@austintexas.gov

*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
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT
SCOPE OF WORK**

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks a qualified Contractor to provide civil service promotional examinations, development of a job analysis for promotional ranks with Emergency Medical Service (EMS), development and validation of written multiple-choice promotional examinations, and technical skills evaluations and assessment center exercises for the purpose of promoting Austin-Travis County Emergency Medical Services (ATCEMS) personnel to the following ranks: Commander – Field, Commander – Communications, Captain – Field, Captain Communications, Clinical Specialist – Field, Clinical Specialist – Communications.

The job descriptions for these positions can be found under Exhibit C.

Services under this contract are anticipated to start December 2019 and the earliest date for written examinations is anticipated to be May 2020.

2. BACKGROUND

The ATCEMS promotional examination process is governed by the *Texas Local Government Code, Chapter 143*, current or future Agreements between the *City of Austin and the Austin-Travis County EMS Employees' Association*, most specifically *Article 12 – Promotions*, hereinafter referred to as the Agreement (Exhibit A), as negotiated through the Meet and Confer process, and the *City of Austin Firefighters' and Police Officers' and Emergency Medical Services Personnel's Civil Service Commission Rules and Regulations* (Exhibit B).

The actual number of candidates will fluctuate for each written multiple choice examination, technical skills evaluation, and assessment center exercises. Currently, the City does not have a historical reference of exam participants for technical skills evaluations. A review of numbers for the most recent promotion exams by rank as follows;

Rank	Written Multiple Choice Examination	Technical Skills Evaluations	Assessment Center	Estimated Exam Date
Commander – Field	39	Not Required	Yes	4/9/21
Commander – Communications	8	Not Required	Yes	12/22/20
Captain – Field	46	Not Required	Yes	12/22/20
Captain – Communications	4	Not Required	Yes	2/9/21
Clinical Specialist – Field	25	At Chief's Discretion	N/A	8/1/21
Clinical Specialist - Communications	4	At Chief's Discretion	N/A	3/2/21

3. CONTRACTOR DELIVERABLES AND ACCEPTANCE OF WORK

All deliverables shall be developed in accordance with:

- Texas Local Government Code, Chapter 143, <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.143.htm>
- The Agreement – current and future negotiated (Exhibit A)
- City of Austin Firefighters' and Police Officers' and Emergency Medical Services Personnel's Civil Service Commission Rules and Regulations (Exhibit B)

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3.1 Conduct Job Analysis

- 3.1.1 The Contractor shall be required to perform a separate job analysis for the ranks of Commander – Field, Commander – Communications, Captain – Field, Captain – Communications, Clinical Specialist – Field, and Clinical Specialist – Communications.
- 3.1.1 A bound, job analysis report is due to the Civil Service Director or designee(s) at least thirty (30) calendar days prior to the corresponding examination being administered.
- 3.1.2 Job analysis and validation reports shall become the property of the City of Austin. The Contractor shall provide a copy of each report to the Austin-Travis County EMS Employees' Association upon request during the duration of the contract.

3.2 Develop and Validate Written Multiple-Choice Promotional Examinations

- 3.2.1 Written multiple-choice examinations for each position shall be developed using the source materials selected by the EMS Chief. The written examination shall consist of questions relating to the duties of the rank to be filled, as contained in the source material provided by the City.
- 3.2.2 Each candidate who receives a minimum score determined and validated by the third party Contractor before the addition of seniority or education points, if any, shall be determined to have passed the examination. The Contractor shall establish and validate a passing score for the written examination.
- 3.2.3 The Contractor shall prepare a master examination for each rank with 120 questions per examination, including an answer key showing the appropriate source material text highlighted for each question for review by the Civil Service Director or designee(s) and the EMS Chief or designee(s). This shall be submitted to the Civil Service Director or designee(s) at a minimum of four (4) weeks prior to the exam date for a review.
- 3.2.4 The Contractor is responsible for making adjustments based on the City's comments regarding the examination review copy and providing the following for each examination:
 - A final master examination booklet consisting of 100 questions out of the original 120 questions which identifies the source material including page number and highlighted text.
 - A final master examination scoring key.
- 3.2.5 The development and final master copy of each written promotional examination for all ranks shall be completed and delivered electronically at least fourteen (14) calendar days prior to the examination date.
- 3.2.6 The Contractor shall provide a bound examination validation report, content to be finalized after award of contract, that shall be delivered to the Civil Service Director or designee(s) no later than thirty (30) days after each exam is completed.
- 3.2.7 The Contractor shall include five (5) examples of examination questions with their proposal

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- 3.2.8 Candidates have the right to appeal multiple-choice exam questions. All appeals are reviewed by the Employee Review Committee (ERC) established in Exhibit A. Appeals which are deemed successful by the ERC will be sent to the Contractor in order for the Contractor to provide a written response within two (2) business days. The candidates appeal and the response prepared by the Contractor shall be presented to the City of Austin Firefighters', Police Officers', and Emergency Medical Services Personnel's Civil Service Commission (Civil Service Commission) for a final ruling.
- 3.2.9 The Contractor shall furnish a bound technical report, content to be finalized after award of contract, documenting the procedures used to establish the validity of all the examinations. The Civil Service Director or designee(s) shall receive this report within thirty (30) calendar days after the examination has been administered.
- 3.2.10 The City will be responsible for administering and grading the multiple-choice written examination and will provide the facilities for testing.
- 3.2.11 Typically written exams occur Monday through Friday during the hours of 9 AM – 11 AM. The City is responsible for coordinating the written exam and Assessment Center locations.

3.3 Develop and Validate Technical Skills Evaluations

Technical Skills evaluations are an optional step in the promotional process, as determined by the EMS Chief, specific to the ranks of Clinical Specialist – Field and Clinical Specialist – Communications.

- 3.3.1 The Contractor shall develop Technical Skills Evaluation exercises based on job content and responsibility. The exercises may include a scenario based assessment.
- 3.3.2 The Contractor shall develop exercises which consist of a written scenario to which the candidate submits a written response.
- 3.3.3 The Contractor shall be available for a phone conference call to discuss the development of the scenario based exercise with the EMS Chief and/or the Chief's executive team.
- 3.3.4 Each exercise will be approved by the EMS Chief and/or the Chief's executive team.
- 3.3.5 Upon City approval, the exercise(s) shall be delivered at least 30 calendar days before the Technical Skills Evaluation administration date.
- 3.3.6 The Contractor shall make all final decisions concerning the design and implementation of the Technical Skills Evaluation.
- 3.3.7 The Technical Skills Evaluations may be administered on the same day or consecutive days depending on the number of qualified candidates. There is no minimum passing score on the Technical Skills Evaluation.

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- 3.3.8 The City will provide administration services for the Technical Skills Evaluation and provide the facilities for testing.
- 3.3.9 Any photo copies necessary for the grading of the written responses are the responsibility of the Contractor and to be maintained in a secured manner.
- 3.3.10 The Contractor shall conduct orientation session(s) prior to the administration of the Technical Skills Evaluation which should include, but is not limited to best practices of promotional exam processes, examples of exercise modules, study materials, and any other appropriate information or handouts.
- 3.3.11 The Contractor shall also provide an overview of the process and procedures to candidates the day of Technical Skills Evaluation, which shall include allotted time for exercise, exercise module descriptions, and other appropriate information.
- 3.3.12 Upon completion of the Technical Skills Evaluations, the Contractor shall produce the final scores in accordance with the formulas outlined in Article 12-Promotions (Exhibit A) of the Agreement using an EXCEL spreadsheet. The Contractor shall provide the Technical Skills Evaluations scores and a final scores ranking summary sheet to the Director of Civil Service or his designee(s) within five business days of completion of the Technical Skills Evaluations, depending upon the number of assessment center candidates.
- 3.3.13 No aspect in the Technical Skills Evaluation process may be appealed either to the Civil Service Commission, Hearing Examiner, or to District Court.

3.4 Develop and Validate Assessment Center Exercises

- 3.4.1 The Contractor shall be able to develop and design the Assessment Center among the following exercises:
- In Basket,
 - Problem Solving/Analysis,
 - Written and Oral Resumes/Structured Interviews,
 - Role Playing,
 - Memo/Report Writing,
 - Oral Presentation/Plan Preparation,
 - Staff Meeting, and
 - Special Event Operations.
- 3.4.2 The Contractor is not required to utilize all of the exercises, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.
- 3.4.3 The Contractor shall also select the assessors and ensure they meet the following criteria:
- Shall not be related to any candidates for promotion;
 - Shall not be known to, beyond mere acquaintance, any candidates for promotion;
 - Shall have two (2) years of experience in the promoted or

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- equivalent rank, and
 - Shall not be a current or former employee of the City of Austin.
- 3.4.4 The assessors shall award up to one hundred (100) points to each candidate participating in the Assessment Center.
- 3.4.5 The assessment sessions shall be videotaped by the Contractor and candidates can review their own session pursuant to procedures established by the Director of Civil Service or his designee(s).
- 3.4.6 The Contractor shall conduct an orientation for candidates prior to administering the Assessment Center. The Contractor may deem the orientation mandatory and all candidates shall attend in order to participate. If the Contractor deems an orientation to be mandatory, at least two (2) orientations shall be scheduled.
- 3.4.7 The Assessment Center may be administered on the same day or consecutive days depending on the number of qualified candidates. There is no minimum passing score on the Assessment Center.
- 3.4.8 Upon completion of the Assessment Center, the Contractor shall produce the final scores in accordance with the formulas outlined in Article 12-Promotions (Exhibit A) of the Agreement using an EXCEL spreadsheet. The Contractor shall provide the Assessment Center scores and a final scores ranking summary sheet to the Director of Civil Service or his designee(s) within (5) five business days of completion of the Assessment Center, depending upon the number of assessment center candidates.
- 3.4.9 No aspect of the Assessment Center process may be appealed either to the Civil Service Commission, Hearing Examiner, or to District Court.

3.5 Arrange and Conduct Assessment Center Scoring Process

- 3.5.1 The Contractor will arrange for the training and scoring venue:

Hotel charges for the training and scoring venue; typically an appropriately-sized meeting or event room in a business-class hotel will be used. The Contractor shall negotiate the rate to obtain the best value for the City.

The Contractor will reserve hotel rooms at the same hotel where the scoring activities are to take place. Contractor shall negotiate to obtain the best value for the City.

Banquet order charges for coffee, snacks and refreshments for assessors for each day of training and scoring to be available in the training/scoring venue.
- 3.5.2 The parties acknowledge that the actual time required for a scoring process such as that contemplated in this instrument is difficult to determine with precision in advance. It is envisioned that assessor departure dates may change in ways that cannot be determined until near the end of a scoring process. When such situations arise, there may be instances where assessors request to depart early to return to

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their duties at their home jurisdiction, which involve, among other things, the possibility of airline change fees to reschedule their departure. The Contractor will have reasonable latitude in such instances to pay change fees, taking into account possible hotel savings and per diem savings realized by the early departure of the affected assessor and all other remaining assessors. (There is no requirement that the savings be dollar for dollar in relation to the change fee so long as any additional funds that permits the assessor to return to their normal duties promptly upon completion of their work for the City is not an unreasonable amount in view of the circumstances existing at the time.)

4. REIMBURSEMENTS

- 4.1 The Contractor will arrange and reimburse all travel for assessors from their city of residence to Austin for necessary training and scoring activities and their return, to include:

Coach-class commercial airfare or what is most economical to the City, while accommodating the reasonable requirements of individual assessors.

Home airport parking at the lowest economy parking rate available on the airport property. Receipt required.

One checked bag fee to and from Austin. Receipts required. There will be no reimbursement for overweight charges on checked bags.

Ground transportation from the airport to the hotel supported by a taxi or shuttle receipt. Ground transportation from the hotel back to the airport will be paid by matching the arriving fee. No receipt required.

Reasonable reimbursement for those assessors electing to travel by private vehicle to and from the assessment location, to include mileage at the then-prevailing Federal GSA mileage reimbursement rate together with any self-parking charges during their hotel stay. (In the event the hosting hotel has valet parking only, driving assessors will be reimbursed at valet rates.) Mileage reimbursement will not exceed the cost of a round trip commercial airline ticket from the assessor's home city to Austin and return, calculated as having been booked two weeks' prior to the scheduled travel date.

(<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>)

Individual hotel room. Accommodation to begin on the day before assessor training is to begin and ending at check-out time on the assessor's scheduled departure date. Accommodations to include in-room internet service.

Daily per diem to all assessors for each day of service, including the day of travel before training begins and the day of travel back to their city of residence. Per diem will be paid for each such day at the then-prevailing Federal GSA rate (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals and incidental expenses for the City of Austin, without the

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requirement of supporting receipts. Travel days will be at the full daily rate without consideration as to the actual travel hours of the assessor. When appropriate, breakfast and/or lunch for each day of training and scoring may be catered by the hotel in order to avoid undue delays in the scoring process. In those instances where breakfast and/or lunch is catered, an appropriate reduction will be made in the daily per diem rate to the assessors using the published GSA schedule of meal cost breakdown.

- 4.2 Reimbursement to the Contractor will be based upon submitted invoices to be paid no later than thirty (30) days from submission to the City, with invoices being submitted and supported on the following terms:

All assessor airfares, the Contractor will submit an invoice supported by appropriate airline receipts.

Hotel meeting rooms and assessor's rooms, the Contractor will submit an invoice supported by the hotel receipts.

One week prior to the beginning day of assessor training, the Contractor will invoice the City for an amount equal to (1) the number of assessors scheduled to attend multiplied by (2) the number of anticipated days each assessor will be receiving per diem multiplied by (3) the prevailing daily GSA rate.

As soon as practical after the first day of assessor training, the Contractor will invoice for assessor bag fees and ground transportation fees calculated in the manner set out in section 4.5.1, supported by the arriving bag fee receipts and arriving ground transportation receipts.

As soon as practical after the first day of assessor training, the Contractor will invoice for round trip mileage for all driving assessors as calculated in section 4.5.1 to be supported by a Mapquest and Google Maps printout showing the mileage from the assessor's residence address to the hotel address, and also supported by documentary evidence of estimated airline ticket cost for the same travel in order to demonstrate that the upper limit on reimbursement set out in section 4.5.1. has not been exceeded.

Immediately upon conclusion of the scoring activities, the Contractor shall invoice for all hotel charges, including assessors' individual sleep rooms, scoring venue charges, and banquet order charges for assessor refreshments, and driving assessors' allowable parking charges, to be supported by appropriate hotel receipts and invoices.

5. LEGAL SUPPORT

The successful Contractor shall agree to defend the job analysis, validation report, and criteria used to construct the report, as well as any aspect of the promotional examination and assessment center, if required to do so, through expert testimony in court or at administrative proceedings. The Contractor will be compensated at a pre-determined hourly rate which shall be included in the cost section of the proposal.

6. CONTRACT COMMUNICATION

**CITY OF AUSTIN
CIVIL SERVICE PROMOTIONAL EXAMINATION SERVICES FOR
THE AUSTIN-TRAVIS COUNTY EMS DEPARTMENT
SCOPE OF WORK**

During the term of the contract, the Contractor shall communicate directly with and submit all reports to the Director of Civil Service or designee(s).

7. PAYMENT

Payments will be processed after receipt of final candidate scores in accordance with this solicitation as well as with technical validation reports for written examinations. Invoices may be submitted with the validation report or electronically to the Director of Civil Service or designee(s).

8. ADDITIONAL HELPFUL INFORMATION

- 8.1 The Contractor is not expected to be onsite for the administration of the written exams.
- 8.2 Written exams will not become property of the City.
- 8.3 The Contractor is responsible to only ship one copy of the exam(s) and the City will make the appropriate number of copies.
- 8.4 The Contractor is not expected to be onsite during any appeals process since the appeals are sent to the Contractor electronically.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD3004**

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 0835 Nonresident Bidder Provisions
- F. Section 0840 Service-Disabled Veteran Business Enterprise
- G. Section 0900 Subcontracting/Sub-consulting Utilization Form
- H. Section 0905 Subcontracting/Sub-consulting Utilization Plan – only required to be returned if your firm is subcontracting
- I. 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 – References: Provide a list of three (3) current or previous EMS clients in which your firm provides the same size and scope of services requested by the City, starting with your largest client. 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 (Please indicate if agency had a standalone EMS department of combined with Fire Department):
- Population of City/County:
- Rank(s)/title(s) in which written exams, technical skills evaluations, and assessment center exercises were performed:
- Contact Person:
- Title:
- Phone Number:
- Email Address:
- Year contract was awarded, length of contract, annual, and total value of contract:

Tab 4 – 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, 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.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD3004**

Tab 5 – Work Plan & Approach: Starting with Section 0500 Scope of Work, Item 3.1 and continuing through the last item under 3.5, describe your work plan and approach to fit the City’s needs and requirements

Tab 6 – 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, specifically with those whose promotion processes are subject to LGC §143.

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

- A. Five sample written exam questions
- B. Sample feedback forms following assessment
- C. Assessment Demo
- D. Study Guide, if available

Section II

Price Proposal - Complete and submit Section 0610 Price Sheet. Prices offered on the Rate Sheet shall be all inclusive of all fees including travel. The Offeror shall not charge separately for administrative, overhead, per diem, shipping, transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.). 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.

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD3004**

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 in Paragraph B 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 Factors: All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

1. **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 **(20 points)**
2. **Work Plan & Approach:** The Proposer shall describe how their work plan and approach fits the City's needs and requirements – reference Section I, Tab 5 **(35 points)**
3. **Experience, Qualifications, References:** reference Section I, Tabs 3 and 6 **(25 points)**
4. **Documents:** reference Section I, Tab7 **(7 points)**
5. **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

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

Presentations, Demonstrations Optional. 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, or demonstrations 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.



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP 5800 EAD3004

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:

N/A

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 29th day of July, 2019

CONTRACTOR	<u>FirstIdea, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Vice President</u>

Section 0835: Non-Resident Bidder Provisions

Company Name FirstIdea, Inc.

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

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

Answer: 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: Colorado

- 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: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
FirstIdea, Inc.

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/VO (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/tpasscmblsearch>. Federal: <https://www.vip.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 5800 EAD3004
SOLICITATION TITLE: EMS Promotional Testing

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	FirstIdea, Inc.		
City Vendor ID Code			
Physical Address	19029 E. Plaza Dr., Suite 200		
City, State Zip	Parker, CO 80134		
Phone Number	303 840-3346	Email Address	info@firstidea.org
If the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input checked="" 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.

Guillermo Alvarez, Vice President

July 29, 2019

Name and Title of Authorized Representative (Print or Type)

Signature/Date



**ADDENDUM
CITY OF AUSTIN, TEXAS**

RFP 5800 EAD3004

Addendum No: 1

Date of Addendum: 7/18/19

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

1.0 Questions:

Q1. As part of the References tab of the proposal, the Contractor needs to provide a list of 3 current or previous EMS clients. Is it mandatory to have three in order to submit a proposal?

A1. Yes, the City is requiring three references.

Q2. The Contractor needs to arrange the training and scoring details for the assessors, so does that include recruitment of assessors? Also do the assessors need to be from out of state?

A2. Yes, it includes recruitment of assessors. The assessors do not need to be from out of state.

2.0 The meeting sign in sheet from the pre-proposal conference has been added.


3.0 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.

ACKNOWLEDGED BY:

Firstidea, Inc.

Vendor Name



Authorized Signature

July 29, 2019

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.

2 AUTHORIZED NEGOTIATOR

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this request for proposals.

Corporate and Contact Information	
FirstIdea, Inc. 19029 E. Plaza Drive Suite 200 Parker, CO 80134 https://firstidea.org	
Annette M. Alvarez, MBA President/CEO Tel: (303) 840-3346 Fax: (303) 840-3347 Cell: (303) 249-9757 email: annette@firstidea.org	Guillermo Alvarez Vice President Tel: (303) 840-3346 Fax: (303) 840-3347 Cell: (303) 506-5865 email: galvarez@firstidea.org

3 REFERENCES

FirstIdea has been proudly serving our clients for three decades, and we have hundreds of satisfied customers who will tell you why. We have created selection processes for a vast number of police, corrections, fire departments, and municipal utilities organizations across the nation. Our clients present unique challenges, such as minimizing adverse impact and selecting applicants with specific values. Our broad experience allows us to adapt to any environment. We have worked in cities with significant African American populations (e.g., Detroit, Michigan; New Haven, Connecticut; Hampton, Virginia) and cities with substantial Hispanic populations (e.g., San Antonio, Texas; Bexar County, Texas). We have worked with some of the most progressive police and fire departments in the nation, and others who are now beginning to embrace best-practice models. Presented below is a recent list of current and former clients:

MUNICIPALITIES:

AKRON, OHIO	LONE TREE, COLORADO
ARLINGTON, TEXAS	LOVELAND, COLORADO
ATLANTA, GEORGIA	MELBOURNE, FLORIDA
AURORA, COLORADO	METRO WATER RECLAMATION DISTRICT OF CHICAGO
AUSTIN, TEXAS	MOBILE, ALABAMA
BROKEN ARROW, OKLAHOMA	NEW HAVEN, CONNECTICUT
CARROLLTON, TEXAS	NORTH MIAMI, FLORIDA
CASPER, WYOMING	PORTLAND, OREGON
CHARLOTTESVILLE, VIRGINIA	PORTSMOUTH, VIRGINIA
CHESAPEAKE, VIRGINIA	PROVIDENCE, RHODE ISLAND
DALLAS, TEXAS	
DENVER, COLORADO	RICHMOND, VIRGINIA
DETROIT, MICHIGAN	ROCKFORD, ILLINOIS
FORT WORTH, TEXAS	SAN ANTONIO, TEXAS
HAMPTON, VIRGINIA	SANFORD, FLORIDA
HARTFORD, CONNECTICUT	SAVANNAH, GEORGIA
INDIANAPOLIS, INDIANA	SHERIDAN, WYOMING
JACKSONVILLE, FLORIDA	TULSA, OKLAHOMA

FirstIdea has developed a reputation for providing excellent selection processes throughout the United States. Our references include:

Contact Information	Date(s)	Contract Description
<p>Sarah Bilger, PHR Senior Human Resources Analyst Tel: 210.207.8719 Email: Sarah.Bilger@sanantonio.gov</p> <p><i>A Combined Fire & Rescue Department</i></p>	<p>Since 1998 Most Recent: 2019 Fire Captain & Lieutenant</p>	<p>San Antonio Fire and Rescue Department, San Antonio, TX-The San Antonio Fire and Rescue Department staffs 51 fire stations. The department has more than 1,000 employees, sworn and civilian, serving an area of over 460 square miles and 1.5 million residents. They have 50 Engine Companies, 20 Truck Companies, and up to 18 first responders</p> <p>Our most recent project for 2019 Fire Captain & Lieutenant:</p> <ul style="list-style-type: none"> • Creating candidate orientation/study guides. • Developing multiple-choice written exams. • Providing exams and answer keys to Human Resources for administration. • Developing and administering a three-exercise assessment center. • Scoring and analyzing exam results; feedback to candidates. • Responding to challenges from candidates, as needed.
<p>Name: Laura Thornton Senior Manager, Human Resources Tel: 757-727-6779 Email: ltornton@hampton.gov</p> <p><i>A Combined Fire & Rescue Department</i></p>	<p>Since 2006 Most Recent: 2019 Fire Lieutenant, Captain, and Battalion Chief promotional process</p>	<p>Hampton Fire & Rescue, Hampton, VA. Provides fire protection, emergency medical services, and environmental protection for 136,000 residents. Hampton has 11 fire stations strategically located throughout its 53-square mile border.</p> <p>Our most recent project included:</p> <ul style="list-style-type: none"> • Job update analysis on the position. Job descriptions updated every two years, providing candidates and incumbents with current job expectations. The job description includes general information, expected tasks, and knowledge, skills, and required abilities. • Conducted multiple candidate orientation sessions to provide information regarding the process, but also study tips and responses to questions or concerns they may have had about the process. • Developed a multiple-choice written exam for the position. • Conducted analyses and an Angoff meeting to determine the proper cut score for the exam.

Contact Information	Date(s)	Contract Description
		<ul style="list-style-type: none"> Designed a three-exercise assessment center for the position, with extensive assistance from department subject matter experts and civil service commission personnel. Co-administered the assessment center with the Hampton Civil Service Commission. Provided on-site presence to ensure a smooth process and to respond to any questions or issues that may have arisen. Distributed personalized feedback to each candidate on his or her performance, including a summary of comments from assessors. Provided all food and beverages for the assessment center, arranged all travel expenses for assessors, and managed all costs for the project.
<p>Earl Peterson, Executive Dir., Denver Civil Service Commission Tel: 720-913-3351 Email: Earl.Peterson@denvergov.org</p> <p><i>A Combined Fire & Rescue Department</i></p>	<p>Since 1994</p> <p>Most Recent 2018</p> <p>Fire Captain & Division Chief</p>	<p>Denver Fire Dept. Staffed by 900+ personnel, 38 stations, including 5 fully staffed stations at the Denver International Airport. The protected population is roughly 620,000 residents. Conducted promotional processes for all civil service positions numerous times (Engineer, Lieutenant, Captain, and Assistance Chief). Recently began a process for the Fire Assistant Chief position.</p> <p>Recent Fire Captain promotional process (2018) includes:</p> <ul style="list-style-type: none"> Full job update analysis Multiple candidate orientation sessions; provided study tips. Developed multiple-choice written exam. Analyses and Angoff meeting to determine a proper cut score for the exam. Designed 3-exercise assessment center; utilized extensive assistance from dept. SMEs and civil service commission personnel. Co-administered assessment center with Denver Civil Service Commission; coordinated assessors. Distributed personalized feedback to each candidate.

4 EXECUTIVE SUMMARY

You serve a beautiful community, and in your search for promotional testing and selection services, you need a responsive, experienced, comprehensive firm at an affordable price. FirstIdea is that partner.

We are a certified Minority and Women-Owned Business Enterprise (M/WBE), bringing significant advantages to the City of Austin including:

- The integrity and stability of an established, independent business
- Substantial experience working with Fire and Rescue Departments
- Valuable, hands-on, successful track record

Our business is celebrating the beginning of its fourth decade, bringing more than 50 years of combined experience. We combine the benefits of a small support-services organization (increased responsiveness and cost-effectiveness) with the advantages of a major corporation (reputable heritage, financial stability, quality resources, and strong corporate support). We ensure the best contractor support on each assignment and take pride in being responsive to our client's needs with timely, personal attention.

FirstIdea is a corporation registered in the state of Colorado. The corporation was formed in May 2016, although we have been doing business as Booth Research Group since 1989.

We work only with a select number of clients each year. Clients with similar values. Clients who present interesting challenges. Clients who want to work as partners with us. The City of Austin represents just that type of desirable partnership. We know this decision is an important one for the Austin EMS Department, and FirstIdea is the right choice.

WHY FIRSTIDEA?

This is about you. What makes us the ideal partner is our **experienced customization** to meet your needs. Here's what we mean:

- We customize all tests to include your mission and vision.
- Our proprietary process boasts the fastest turn around times
- We don't use off-the-shelf tests.
- We assign multiple consultants.
- Personal service by all team members, including the company owners
- Highest quality and compliant processes, on time, on budget, every time
- Litigation: Since our inception, there has never been any lawsuit or litigation, and no claim or settlement has ever been paid by FirstIdea or our insurers.

Our methodology conforms to the highest professional standards and testing guidelines as defined by the *Equal Employment Opportunity Commission* (EEOC) guidelines and the Principles for the Validation and Use of Personnel Selection of *the Society for Industrial and Organizational Psychology* (SIOP).

FirstIdea proposes a complete program of services to assist Austin EMS in the job analysis, written examinations development and administration, technical skills assessment development and administration, assessment center development and administration, training of all assessors, training of all candidates, and all scoring and reporting. FirstIdea's program will involve several phases, consistent with the City of Austin Schedule of Milestones, and will produce deliverable results that meet or exceed all technical requirements outlined in the request for proposal.

As a result of our examination of the Request for Proposal (RFP) we have developed the following understanding of the City's requests:

- Conduct a job analysis for the ranks of:
 - ✓ Commander - Field
 - ✓ Commander – Communications
 - ✓ Captain – Field
 - ✓ Captain – Communications
 - ✓ Clinical Specialist – Field
 - ✓ Clinical Specialist – Communications
- Development of content-valid written exams
- Validate a passing score for each exam
- Provide a bound validation report
- Provision of expert testimony for any appeals, as needed
- Develop and validate technical skills evaluations
- Conduct orientation sessions before technical skills evaluations
- Develop promotional assessment centers **customized** for the Department
- Conduct orientation sessions for all assessment candidates
- Score the assessment center
- Recruit and select assessors
- Perform training sessions to assessor panels

Our organization is prepared to exceed the performance of other vendors concerning the scope of work, constantly seeking opportunities to improve and enhance the effectiveness of the process. For example, incident management exercises typically revolve around static images and pieces of information for an assessment center. However, on some occasions we realized that increased fidelity and an increase in technology would be more appropriate. We then implemented incident simulation software to provide a more realistic depiction of the scene. This technology also allowed us to present to the candidates with actual updated scene images to match the progression of the incident.

In working with another client, it became clear that there was a distinct need for candidates to be successful in navigating on-scene technology. With that in mind, we collaborated with the software

manufacturer to develop a closed-circuit testing platform that allowed the candidates to conduct our exercise while simultaneously assessing their ability to utilize the actual technology they will be exposed to on the job.

Aside from the strides we make to ensure exercises are developed as appropriately and life-like as possible, we aim to exceed timeline expectations as well. As with all organizations, there are usually tight turnaround timelines. With that in mind, our firm has been routinely praised for producing assessment results within two to three days versus the client requirements of two to three weeks. In one extreme situation, we were able to create a rank-ordered list of candidates within four hours of completing the process.

Lastly, we value our clients and strive for a true partnership. As such, there have been several occurrences where human resources staff or departmental staff agreed through the contract to take on the responsibility of certain logistical elements (i.e., procuring hotel accommodations for assessors, developing catering schedules, etc.), only to discover they had difficulty completing those tasks due to unforeseen circumstances. We were ready and happy to jump in, utilizing our own resources and staff to step in, make the necessary arrangements, and accomplish the mission with no disruption to candidates, assessors or the project timeline.

5 WORKPLAN & APPROACH

At FirstIdea, we begin each of our processes with a kick-off meeting for all stakeholders. This starts the process of building relationships, as well as the opportunity to learn more about the organization. During these meetings, we define expectations and timelines, identify hurdles and concerns, and begin the work of ensuring success. We also start the process of defining job analysis methodology and logistics, identifying Subject Matter Experts (SMEs), and discussing the project timeline. We partner with our clients to ensure a valid process. From the very beginning, we have only developed customized tests. We do not develop a test for another client and then force-fit it into your organization. We capture the mission, values, culture, and direction of the organization and incorporate that into each test. Each process must meet several critical criteria, including:



Validity

We develop tests to meet the EEOC Guidelines for Employee Selection Procedures. Our tests measure the important and relevant KSAOs of each position (content validity), precisely measure characteristics they intend to measure (construct validity), and accurately and reliably predict job performance (criterion-related validity). Validity evidence is critical to legal defensibility.



Fairness

Fairness and objectivity are critical elements of a successful test. If tests favor one group or individual over another, are compromised due to a lack of security or quality, or otherwise become perceived as unfair, the process will lead to test challenges, debilitating lawsuits, and the wrong people being selected. Our tests consistently prove to be fair and objective.



Cost-Effectiveness

At no time in our company's history have public sector budgets been so challenged. Every dime is scrutinized by managers, the media, and the public. All testing processes must be practical and produce a return on investment.



Confidence & Trust

No testing process can be successful without confidence and trust among the stakeholders. Whether it is our job analysis site visits, meetings with interested employee groups, candidate orientations, our openness and honesty, or the quality of our tests, all our activities are designed to build trust and confidence.



Minimization of Adverse Impact

Departments have a legitimate interest in having a workforce that mirrors its community. This has traditionally been difficult due to the adverse impact of many testing processes, as supported by more than 60 years of research. Written exam items are developed and presented in a manner that is fair for all candidates to reduce adverse impact.

5.1 JOB ANALYSIS

Our approach typically begins with job analyses designed to understand the unique characteristics of your organization, the ranks of Commander – Field, Commander – Communications, Captain – Field, Captain – Communications, Clinical Specialist – Field, and Clinical Specialist – Communications, and the community they serve.

The job analysis is a systematic method of collecting data regarding job responsibilities, knowledge, skills, abilities, and other characteristics (KSAOs) associated with acceptable performance. This method is the most widely accepted way to establish job-relatedness and document content validity evidence. These data are then used to develop the examination blueprint. The following outlines potential steps in the job analysis process. The City will dictate the final approach.

REVIEW OF EXISTANT DOCUMENTATION

1. We will review and analyze existing job analysis information, as well as any other documentation relevant to the positions (e.g., mission and vision statements, policies).
2. We examine documentation typically ignored by most consultant such as performance evaluation forms, procedure manuals, and critical incident reports can provide unique and valuable insights into the position.
3. We also will review documentation obtained from our work in other departments, as it relates to the positions in question.

MEETING WITH SUBJECT MATTER EXPERTS (SMEs)

1. We ensure the selected SME group is representative of the population for which the exam is intended.
2. Our job analysis includes experts and job incumbents to ensure that the tasks identified reflect commonly encountered work situations.
3. Our process includes formal, on-site meetings with SMEs and leadership. These meetings are designed to gather information about the department, with an emphasis on information relevant to the job being tested.
4. Meetings allow our firm to determine which KSAOs and performance dimensions are crucial and guide the test development process.

JOB ANALYSIS QUESTIONNAIRES

1. We collect demographic information and developing the questions and rating scales.
2. We ask a percentage of incumbents to complete a job analysis questionnaire.
3. We offer complete confidentiality
4. Our questionnaires address the relevant tasks, as well as the KSAOs and performance dimensions or competencies required to perform the job successfully. As required by the Uniform Guidelines on Employee Selection Procedures and other professional guidelines.

5. This methodology allows us to document ample content validity evidence to support any testing process.
6. The job analyses result in comprehensive reports, including the critical tasks, necessary qualifications (including weighted KSAOs), and essential competencies for the position(s) in question.

ESTABLISH LINKAGES

1. Our comprehensive analyses provide a wealth of information that can be used to develop and document linkages between the positions' tasks and competencies, and between those competencies and the individual test components determined to most appropriately evaluate candidates at applicable ranks.
2. We use the results of our analyses to ensure the most important and required KSAOs are included in the test content.

Once our job analysis is complete, we will deliver a comprehensive job analysis and validation report that will include the following information:

- *Task Statement Analysis* – Describes all the essential components of the job in order of importance and frequency.
- *Areas of Emphasis for Testing* - Determines what aspects of the EMS position should be included in a selection process for the specified rank in the Austin EMS Department.
- *Identified Testing Plan* – Identifies the suggested weight for each phase of the promotional process (i.e., technical skills 40% weight, assessment center 60% weight).
- *Task Ratings* – All tasks performed by the rank rated by importance and frequency.
- *Knowledge, Skills, Abilities Ratings* - Rating on how vital each KSA is in the position, along which task(s) for each KSA area are complementary.

5.2 DEVELOP AND VALIDATE WRITTEN PROMOTIONAL EXAMS

A written or online examination must be both valid and reliable to be considered sound and defensible. By following the rigid standards of our test development process, these two imperatives will be met. We design examinations in accordance with the *Standards for Educational and Psychological Testing* adopted by the **American Psychological Association** and the *Principles for the Validation and Use of Personnel Selection Procedures* from the **Society for Industrial and Organizational Psychology**. Further, our test development and validation processes conform to the technical, legal, and ethical standards of the **Equal Employment Opportunity Commission's** (EEOC) *Uniform Guidelines on Employee Selection Procedures*.

5.2.1 Exam Development

A member of the FirstIdea staff will serve as the written test coordinator for each written exam. This member will create a test plan, including how many items from each source should be written, who would write the items, and who would verify the quality of the items. The number of items selected

from each source will be based on an analysis of the sources and the required Knowledge Areas for the position. When analyzing each source, the amount of testable material is considered. For example, even if a source contains highly relevant material based on an analysis of the Knowledge Areas required for the position, if it is only a few pages long, the source may result in fewer items being written than a source with many pages.

The examination questions will be derived from source materials selected by the EMS Chief. All of the questions will consist of duties relating to the rank being tested, as contained in the source material provided by the City.

One hundred and twenty (120) multiple-choice items will be developed for each written examination. Each test item will have four options. Each test item will identify, at the end of the item, the source material and page number from which that test item is drawn. The draft version of the exam will be delivered to the Civil Service Director or designee(s) at a minimum of four (4) weeks prior to the exam date for a review. SMEs from the Department will have the opportunity to review the items for clarity, link them to job duties and knowledge requirements, and rate the items on characteristics such as importance and relevance. Editorial changes will be made and documented at this point, and the one hundred best questions will be selected as part of the final version.

We will provide an electronic version of the final examination and answer key and create alternate forms if needed, at least fourteen (14) calendar days before the examination date.

As previously noted, you will not “rent” a generic test from us. You will own an exam that has been customized to your agency and the position. We will work with you to evaluate the test and make modifications as needed for subsequent testing administrations.

5.2.2 Cut-Off Scores

FirstIdea will provide an on-site representative to run and facilitate the Angoff Committee associated with the written test cut-off scores. That representative will hold either a Master’s or Doctorate in Industrial/Organizational Psychology and will be experienced in conducting Angoff processes.

The Angoff Method is a widely used standard-setting approach in test development. The Angoff process is a study that test developers use to determine the passing percentage (cut score) for a test. The passing grade of a test can’t be decided arbitrarily; it must be justified with empirical data. The Angoff method relies on subject-matter experts (SMEs) who examine the content of each test question (item) and then predict how many minimally qualified candidates would answer the item correctly.

In the end, using the Angoff Method ensures that the passing grade of a test is determined empirically, which is necessary for a test to be legally defensible and meet the *Standards for Educational and Psychological Testing*.

5.2.3 Appeals

The EMS candidates will be permitted the opportunity to participate in an appeal process soon after the scoring and review of the exam. Once all candidates have completed the examination, they will be given a chance to review their test together with the answer sheet. If there are items a candidate intends to appeal, he/she must document each one separately on a form provided by FirstIdea. Candidates must document the question they are appealing, the reason for their appeal, and the reference source that supports their appeal. Candidates will work within a time limit and will not be permitted to communicate with each other during the session; they must work independently.

Appeals will be handled and reviewed by the Employee Review Committee (ERC). Appeals which are deemed valid by the ERC will be sent to FirstIdea. The FirstIdea consultant will provide a written response within two (2) business days to the City of Austin Firefighters', Police Officers', and Emergency Medical Services Personnel's Civil Service Commission (Civil Service Commission) for a final ruling. Many of our tests have no appeals submitted.

5.2.4 Written Exam Technical Report

Once we have received the final scoring from the City, we will prepare a bound technical report. The content and procedures of the report will not be finalized until after the award of the contract. The final report shall be submitted to the Civil Service Director or designee(s) within thirty (30) days after the administration of the exam.

5.3 TECHNICAL SKILLS EVALUATIONS

Specific technical skills are crucial for a candidate to have to perform at a high level as an EMS Clinical Specialist working in the field or the communication center. Therefore, unique exercises will be designed and administered to assess each candidate for those skills and knowledge areas as highlighted by the job analysis. For example, candidates might be tasked with performing advanced interventions as part of a treatment plan intended to mitigate the emergency, provide symptom relief, and improve the overall health of the patient.

5.3.1 Development of Technical Skills Evaluations

Following the completion of the job analysis, a consultant from FirstIdea will meet with the EMS Chief and designated executive team to discuss the identified skills needed within the Clinical Specialist roles to ensure the content and criterion validity of the exercises. It will also be pertinent to discuss the available resources that could be made available by the department (i.e., ALS training kits, Moulage training kits, emergency vehicles, and facilities). FirstIdea will then develop and present specific scenario-based and written exercises to assess those areas.

Scenario-based exercises will be designed for the candidate to respond to an evolving incident that requires their immediate attention and response in real-time. Depending on resources available, this exercise could take place in a "road course" typesetting or a single classroom. The scheduling of the Technical Skills component will be dependent on the logistical complexity of the scenario. However,

FirstIdea's consultants would discuss and agree with all possibilities as well as implications with the EMS Chief before proceeding.

5.3.2 Development of Written Scenario Evaluations

A written exercise will also be developed to assess the candidate's ability to respond in writing. For example, the candidate's may be provided with a call and action log following an emergency response that was already completed. Their task might then be to write a comprehensive report on that event. The administration of this type of exercise would also be dependent on available resources (i.e., computer lab) to determine if candidate responses could be completed electronically or manually written.

All of the Technical Skills Evaluation exercises will be developed and finalized by FirstIdea at least thirty (30) days prior to the administration of them for the EMS Chief and executive team to review and approve. Once that review is completed and returned to FirstIdea, our consultants will finalize the exercises and prepare them for administration. The pricing reflected in this proposal assumes development of two (2) Technical Skills Exercises. The final number will be determined by the City.

5.3.3 Technical Skills Candidate Orientation

As part of an overall orientation session, candidates will be given information as to what types of Technical Skills Evaluation exercises they will be given (i.e., road course, trauma response, written report). This orientation will not only cover the types of exercises that the candidates will be exposed to, but FirstIdea staff will also discuss with them the overall promotional process and share insights to study habits that have been noted in research as being effective. Candidates will also be informed of all logistical matters for the entire process (i.e., scheduling of exercises and how exercises are scored). Which the orientation sessions typically last one (1) to two (2) hours, candidates will also be provided with a study packet to take home. Finally, at the beginning of the process, each candidate will be asked to check-in and register with a FirstIdea consultant. As such, they will be provided a refresher of important logistical information to help facilitate a smooth process.

5.3.4 Candidate Score Reports

After all the candidates have completed the Technical Skills Evaluation, FirstIdea will calculate individual scores for each candidate and provide a rank-ordered list to the Director of Civil Services. These scores will be utilized in combination with scores from written examinations and the assessment center to provide overall promotion scores in a rank-ordered fashion as well. Candidates will be informed that all scores from the Technical Skills Evaluation are final and not subject to any appeals.

All scores will be calculated per Article 12 – Promotions (Exhibit A) of the Agreement.

Clinical Specialist – Field

Written Examination Points:

Maximum Exam Points: 100
Maximum Education Points: 2
Maximum Seniority Points: 10
Total Maximum Points: 112

Technical Skills Evaluation

Maximum Points: 100
Total Maximum Points: 100

**PROMOTION ELIGIBILITY LIST FORMULA
CLINICAL SPECIALIST- FIELD**

$(\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) + 112 \times 100 \times .70 \text{ (Adjustment Factor)} +$
 $(\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)}$

Clinical Specialist – Communications**Written Examination Points:**

Maximum Exam Points: 100
Maximum Education Points: 2
Maximum Seniority Points: 10
Total Maximum Points: 112

Technical Skills Evaluation

Maximum Points: 100
Total Maximum Points: 100

**PROMOTION ELIGIBILITY LIST FORMULA
CLINICAL SPECIALIST- FIELD**

$(\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) + 112 \times 100 \times .70 \text{ (Adjustment Factor)} +$
 $(\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)}$

5.4 ASSESSMENT CENTER EXERCISES DEVELOPMENT AND VALIDATION

As in all our other services and deliverables, development of our assessment centers is shaped by the results of our organizational review. Everything we learn from data collection, job analysis, and SME's, goes into this step. We exceed all legal and ethical guidelines, including the *Guidelines and Ethical Considerations for Assessment Center Operations* adopted by the **International Task Force on Assessment Center Guidelines**. Our assessment centers are developed to be valid and comply with all applicable state and federal laws, including the *Americans with Disabilities Act and Civil Rights Act*. The results of the job analysis allow FirstIdea to develop assessment center exercises related to the duties and performance dimensions necessary for the position.

5.4.1 Development of Assessment Center Exercises

In our assessment centers, the candidates participate in a series of state-of-the-art, job-related exercises that allow an in-depth look at their knowledge, skills, abilities, and other characteristics. All exercises are live and in front of a panel of assessors. Unfortunately, many consultants do not use live, and interactive assessing approaches. Some consultants merely videotape candidates and only have the assessors view those videotapes. Other consultants have the assessors sit stone-faced before the candidates, never asking questions. These consultants impose a non-interactive test model on the assessment center process. As a result, much of the value and richness of the process is lost.

FirstIdea will consult with the City of Austin Human Resources Department to ensure proper selection of assessors, as well as to provide any support during the assessment center exercise selection. We utilize the following steps in developing assessment centers:

1. MEETING WITH SMEs

Our first step in developing the assessment center is to meet with a City of Austin SME panel to brainstorm and develop ideas for the exercises. In conjunction with the SMEs, we will identify some relevant situations for measurement in the exercises. Typical scenarios involve structured questions regarding what action a candidate might make, given a specific situation. Exercises can also be developed to evaluate writing skills, or to perform job-related behaviors, as opposed to discussing ideal actions to be taken.

2. IDENTIFY COMPETENCIES

Competencies are defined as the measurable or quantifiable abilities, behaviors, knowledge, and skills that are critical to the success of performing a job. Knowledge pertains to the theoretical understanding of applicants about the job; abilities and skills are their innate capacities to perform the tasks, and behavior refers to a person's overall conduct or the sum of his or her actions. We work with the SMEs to generate a list of behaviors and responses that are indicative of the KSAOs drawn from each exercise. These behaviors are listed for each dimension for each exercise.

3. DESIGN EXERCISES

Exercises are chosen to match the competencies that were identified in step 2. The exercises are designed to reveal whether the candidate has the requisite competencies or not.

4. ESTABLISH A TIMETABLE

We design a schedule for the assessment center, so the candidate's time is not wasted. Cancelling and rescheduling can be very stressful and wasteful for all parties involved.

5.4.2 Examples of types of exercises used depending on rank:

Oral Presentations – The candidate reports to a room and is handed an envelope containing directions and a situation. The candidate is given a block of time to read the situation, plan a presentation, report to the oral panel room, and give their presentation to the panelists. The candidate is informed that the panelist may or may not ask questions of the candidate after the candidate is finished with his/her presentation.

Role Play – A candidate's presentation for this type of exercise consists of a meeting with another individual, played by a professional actor, where the candidate is required to interact with this individual and resolve an issue that is presented. Typically, actors have played the role of subordinates, citizens, and leaders in the community.

In-Basket – A candidate is given a list of items that must be addressed within a specific time frame. He or she is asked to prioritize the items and justify his/her reasons to the panel. It's up to the candidate to determine what is essential, and what is urgent. The exercise gives the department a snapshot of the candidate's ability to perform the administrative functions of the position.

Incident Command – In this exercise, the candidates are given information regarding the beginning of an incident, such as they would receive from dispatch. The candidates are given a certain amount of time to review this information and provide to the assessors their initial considerations and response to the incident. The assessors then provide the candidates with updates on the incident (e.g., other personnel on scene, changes to the incident) and evaluate their responses to those updates. Finally, the assessors will have time to ask follow-up questions.

Behavioral Interviews - This exercise requires the candidate to answer very detailed questions about past experiences and actions. The candidates are asked by the assessor panel situational questions that start "How would you handle XYZ situation?" As the candidate begins to tell the behavioral story, the assessor will try to get at the specific behavior(s). The assessors will probe further for more depth or detail such as "What were you thinking at that point?" or "Tell me more about your meeting with that person," or "Lead me through your decision process."

5.4.3 Candidate Orientation

Our orientations sessions are informative and of the highest quality, and they include both face-to-face information exchange and the distribution of valuable printed materials.

Our orientations on assessment centers also inform candidates about preparation. The primary focus, however, is on getting candidates to prepare for the position over-preparing for specific exercises. The orientations provide candidates with insights into the requirements for the job and how to develop the Knowledge, Skills, Abilities, and Other Characteristics needed to fulfill those requirements.

There are additional benefits to conducting these sessions before the assessment centers or other testing components. As noted, they provide candidates with information about the process. Also, they

help to build candidate confidence and trust. They also serve to reduce test anxiety and other problems associated with promotional tests.

We provide candidates with written documents (including handouts of articles from professional journals and precise information on the process they will be going through). We also hold live sessions with the candidates, allowing us to answer their questions and address their concerns. We will provide a minimum of two (2) orientation sessions to accommodate different Austin shift schedules, as requested in the RFP.

5.4.4 Assessor Selection

Because FirstIdea works nationally, we have an enormous number of well-trained assessors we can draw upon who meet the criteria stated in the RFP. In addition to the requirements noted in the RFP, we conduct interviews with all potential assessors to gauge other factors such as motivation, diversity, experience, and similarly essential measures.

When selecting assessors, we take into consideration gender and ethnicity to ensure it reflects the candidate pool of the Austin EMS. We will submit a list of potential assessors and alternates to the City for review and approval.

Assessors will be selected from outside the Austin metropolitan area and will not be related or an acquaintance to any of the candidates, will have a minimum of two (2) years in the promoted equivalent rank, and shall not be a current or former employee of the City of Austin.

5.4.5 Assessor Training

Every assessor is trained to the highest level of proficiency. We provide a six-hour training session for all assessors with every new client we take on. During this time, we prepare them with a full complement of materials around the department and position they're evaluating for. We discuss department mission, vision, and culture. We cover the assessment center procedures, how to observe and interact with candidates, performance evaluation, and how to take the most efficient and relevant notes. By the time they meet with a candidate, they will be prepared, well-practiced in every exercise, situation, and interaction.

We continually monitor all our people, from project inception to finish line. Any deficiencies are always caught early and dealt with accordingly. Vigilance before and during the process is our touchstone.

5.4.6 Assessment Center Administration

FirstIdea will provide all assessment center materials, exercises, and supplies needed to assist all candidates in completing all assessment center exercises. Packets containing exercise instructions will be prepared ahead of the assessment center, sealed, and individually numbered and will be distributed promptly to candidates during the assessment center process.

All of the assessment center exercises will be videotaped by members of Firstidea administering the assessment center. Once the assessment center has concluded, the candidates may review their session under procedures established by the Director of Civil Service or his designee(s).

Our clients have consistently remarked that our processes are administered with remarkable efficiency and effectiveness. Because we have conducted such processes for law enforcement and fire and rescue agencies for 30 years, we have considerable experience at operating a smooth-running operation. We have conducted assessment centers for some clients with several hundred candidates at a time, yet each candidate is treated as a unique individual and given the utmost respect and attention.

5.4.7 Assessment Center Technology

The integration of tablet computers within our assessment centers allows for a more secure and streamlined process. Each assessor is given a tablet computer to provide numerical scores and feedback for each candidate. During the assessor training of each assessment center process, the assessors are thoroughly familiarized with how to input scores on each of the performance dimensions for each exercise. Additionally, the tablet computers allow for a more streamlined system for the assessors to type their feedback for each candidate.



The tablet computers utilized have only one function: To run an assessment center software that our firm has developed. Each tablet comes with a fully functioning keyboard and has a touchscreen. This allows all assessors to utilize the technology despite any personal preferences or level of familiarity with technology. The software installed on each tablet allows us to customize the assessment center fully. As such, each assessor is assigned a username and number within the system, allowing for personalization on the user end as well as increased security and linkage during data analysis. Furthermore, each assessment center exercise is pre-loaded into the software along with the performance dimensions being assessed; therefore, allowing a significantly increased amount of information continuously presented to the assessors.

Aside from the assessor benefits from utilizing the tablet computers, there are several systematic benefits.

- First, scores are recorded on a centralized laptop via a closed-circuit wireless router. This allows all scores to be viewed by FirstIdea professional staff to monitor the process in real-time for any potential abnormalities. Any potential issues that may arise during the process can be handled immediately instead of at a later point.
- Second, the tablet computers allow for a quicker turn around in providing client organizations with candidate scores. Before the use of the tablet, hand-tabulated score

sheets needed to be entered by FirstIdea staff. This normally took several of hours to enter all data, then double- and triple-check the accuracy. By allowing the assessors to input scores into our system directly, the potential for later errors is almost negligible.

5.5 ASSESSMENT CENTER ADMINISTRATION AND SCORING

Our assessment centers are designed and operated in adherence to all legal and ethical guidelines, including the *Guidelines and Ethical Considerations for Assessment Center Operations* adopted by the International Task Force on Assessment Center Guidelines. Also, our assessment centers are developed to be valid and comply with all applicable state and federal laws, including the *Americans with Disabilities Act* and *Civil Rights Act*. The results of the job analysis will allow FirstIdea to develop assessment center exercises related to the duties and performance dimensions necessary for the positions.

5.5.1 Assessment Center Scoring

During the assessor training session, assessors are trained on how to evaluate the candidates on the performance dimensions for each exercise. The rating scale used for evaluating the candidates on each exercise is presented below:

VERY POOR			POOR		MINIMALLY ACCEPTABLE			GOOD		EXCEPTIONAL	
					↓						
1	2	3	4	5	6	7	8	9	10		

During the training session, the assessors discuss the various points on the rating scale with guidance from a FirstIdea representative. Behaviors are discussed that represent poor, minimally acceptable, good, and exceptional levels of performance for each exercise. A variety of techniques are used to enhance the rating scale discussion. For example, assessors use visual imagery to imagine candidates in their agencies who are “minimally acceptable.” Assessors are encouraged to keep these individuals (as well as poor, good, and exceptional individuals) in their minds as they use the rating scale. Candidates who exhibit qualities that are determined to be “minimally acceptable” receive a “6” on this rating scale. Those candidates who exhibit qualities that are less than “minimally acceptable” receive lower than a “6” on this scale. Those candidates who exhibit qualities better than “minimally acceptable” receive scores higher than a “6” on this scale.

Finally, the assessors are given the opportunity to practice evaluating individuals using the rating scale to familiarize themselves with the rating instrument and become more accustomed to recording their observations. This practice also allows the assessors to become more familiar with the contents and requirements of each exercise.

Once all exercises are complete, all the exercise scores are combined, and each candidate receives a total score based on a one hundred (100) point scale.

5.5.2 Candidate Score Reports

Upon completion of the assessment center, FirstIdea will submit to the Austin Human Resources Department and Civil Service Commission a comprehensive score report within five (5) days after the last day of the assessment process. The report will provide the final scores ranking summary sheet in an excel format.

Captain – Field

Written Examination Points:

Maximum Exam Points: 100

Maximum Seniority Points: 10

Total Maximum Points: 110

Assessment Center

Maximum Points: 100

Maximum Education Points: 2

Total Maximum Points: 102

PROMOTION ELIGIBILITY LIST FORMULA

CAPTAIN- FIELD

$(\text{Written Exam Points} + \text{Seniority Points}) / 110 \times 100 \times .60 \text{ (Adjustment Factor)} +$
 $(\text{Assessment Center Points} + \text{Education Points}) / 102 \times 100 \times .40 \text{ (Adjustment Factor)}$

Commander – Field

Written Examination Points:

Maximum Exam Points: 100

Maximum Seniority Points: 10

Total Maximum Points: 110

Assessment Center

Maximum Points: 100

Maximum Education Points: 4

Total Maximum Points: 104

PROMOTION ELIGIBILITY LIST FORMULA

COMMANDER- FIELD

$(\text{Written Exam Points} + \text{Seniority Points}) / 110 \times 100 \times .50 \text{ (Adjustment Factor)} +$
 $(\text{Assessment Center Points} + \text{Education Points}) / 104 \times 100 \times .50 \text{ (Adjustment Factor)}$

Captain – Communications

Written Examination Points:

Maximum Exam Points: 100
Maximum Seniority Points: 10
Total Maximum Points: 110

Assessment Center

Maximum Points: 100
Maximum Education Points: 2
Total Maximum Points: 102

PROMOTION ELIGIBILITY LIST FORMULA**CAPTAIN- FIELD**

$(\text{Written Exam Points} + \text{Seniority Points}) / 110 \times 100 \times .60$ (Adjustment Factor) +
 $(\text{Assessment Center Points} + \text{Education Points}) / 102 \times 100 \times .40$ (Adjustment Factor)

Commander – Communications**Written Examination Points:**

Maximum Exam Points: 100
Maximum Seniority Points: 10
Total Maximum Points: 110

Assessment Center

Maximum Points: 100
Maximum Education Points: 4
Total Maximum Points: 104

PROMOTION ELIGIBILITY LIST FORMULA**COMMANDER- FIELD**

$(\text{Written Exam Points} + \text{Seniority Points}) / 110 \times 100 \times .50$ (Adjustment Factor) +
 $(\text{Assessment Center Points} + \text{Education Points}) / 104 \times 100 \times .50$ (Adjustment Factor)

5.5.3 Arrange and Conduct Assessment Center Process

FirstIdea will prepare and assemble all assessment and scoring forms and instruments; assemble candidate and assessor packets; purchase all materials and supplies; handle all preparation and set-up activities prior to starting promotional assessment activities.

FirstIdea will also arrange for the venue for training and scoring. We will provide the following services to the City of Austin:

1. Reserve hotel rooms for assessors and FirstIdea staff at the same hotel where the scoring activities are to take place.
2. Arrange for banquet services for coffee, snacks, and refreshments for assessors for each day of training and scoring to be available in the training/scoring venue.
3. Request and arrange travel for all assessors and FirstIdea staff.
4. Audiovisual equipment for the videotaping of candidates.

FirstIdea will negotiate with several venues in the Austin area to obtain the best value for the City. All fares, meals, lodging, and travel expenses will be billed at cost to the City of Austin.

5.6 LEGAL SUPPORT

FirstIdea agrees to defend the job analysis, validation report, and criteria used to construct the report, as well as any aspect of the promotional examination and assessment center, if required to do so, through expert testimony with one of our Consultants with a Ph.D. in court or at administrative proceedings.

6 EXPERIENCE AND QUALIFICATIONS

FirstIdea's flat organizational structure and maximized span of control facilitate efficiency and interactive communication between customer and contractor at both management and project execution levels. Clear lines of communication, role clarity, and proper resources allow the effective exchange of technical and operational information. Our model ensures we place the right people in the right position, so your organization can thrive.

FirstIdea Operations Team Organizational Chart



This single office from which all FirstIdea Consultants work is our Parker, Colorado Headquarters. The Designated Project Team for the City of Austin will be:

Team Member	Role	# Clients	% of Time Available to Austin
James Coughlin, Ph.D.	Project Leader	1	80%
George Norris, Ph.D.	Assessment Consultant	3	33%
Michelle Chancey, MA	Assessment Consultant	3	33%
Jenneh Peabody, MS	Item Developer	1	100%
Susan Quarles	Operations Manager	10	10%

While FirstIdea has been servicing Texas Municipalities in the design and administration of assessments for public safety operations, specifically with those whose promotion processes that are currently subject to LGC §143 for 30 years, this project team has participated in the following engagements over the last three years alone. These engagements were each composed of some combination of Job Assessments, Written Examinations, Oral Interviews, Technical Skills Evaluations, and Assessment Centers:

Client	Year	Project
Arlington, TX	2016	Police Lieutenant Police Sergeant
Dallas County, TX	2016	Captain Detention Service Commander Detention Service Manager Detention Service Supervisor Lieutenant Sergeant
Fort Worth, TX	2016	Fire Lieutenant Police Corporal Police Detective Police Lieutenant Police Trainee
San Antonio, TX	2016	Fire Captain Fire Engineer "B" Fire Engineer Fire Lieutenant Fire Lieutenant "B"
Dallas County, TX	2017	Sheriff Sergeant Sheriff Captain Detention Service Supervisor Detention Service Manager Detention Service Commander
Fort Worth, TX	2017	Fire Entry Level Fire Captain
San Antonio, TX	2017	Fire District Chief Fire Engineer Fire Captain Fire Lieutenant
Fort Worth, TX	2018	Police Sergeant
San Antonio, TX	2018	Fire District Chief Fire Engineer Fire Captain Fire Lieutenant
Dallas County, TX	2019	Police Sergeant Detention Service Supervisor
San Antonio, TX	2019	Fire Captain Fire Lieutenant

The link between technical know-how and successful contract performance depends on the essential element of any organization—its people. We attract and retain high-caliber, dedicated professionals — the skilled, experienced, talented technical, and professional people the City of Austin requires. Our personnel hold advanced degrees from top universities, as well as professional licenses and advanced industry certifications, and are appropriately credentialed under applicable federal, state, and local laws. Our team members average over ten (10) years of professional experience in their respective areas of expertise. FirstIdea’s essential personnel qualifications, education, specialized competencies, and expertise on similar contracts follow.

Annette Alvarez, MBA**President**

- 20+ years management experience with an emphasis in finance, budgeting, telecommunications, and insurance.
- 15+ years management/supervisory experience in operations and customer service.
- As President/CEO of FirstIdea, manages projects and personnel, ensuring a high level of quality and customer satisfaction from job analysis to final reports.
- Recognized several times for managing top teams with the lowest record of customer complaints.
- As team manager for Consumer Credit Counselling, managed 1,200 accounts including disbursements of \$500K/month, resulting in improved service.
- As Customer Care Manager, coached and developed customer care representatives to guarantee employee as well as customer satisfaction.

George Norris, Ph.D.**Assessment Consultant**

- 15+ years assessment experience.
- Designed and implemented a culture change system, which improved business performance on all 4 predetermined business metrics: market share, client satisfaction, safety/quality and profit margin.
- Extensive experience designing, implementing and evaluating assessments, including managing job analysis projects, evaluating selection processes and procedures, and end-user training.
- Extensive experience creating and evaluating tools and processes for recruitment, selection, performance management, job analysis, and human capital measurement.
- Designed training/trained hundreds of managers and HR professionals.
- Built and implemented a comprehensive talent management system which included performance management and talent and succession planning resulting in over \$2 million in annual recruiting savings.
- Facilitates team-based design and implementation of performance measurement

James Coughlin, Ph.D.**Assessment Consultant**

- 10+ years clinical experience with the administration of psychological assessments.
- Specialized experience administering and analyzing cognitive, personality, and workplace-based assessments.
- Experience creating innovative systems for selection, talent management, performance management, organizational change and leadership development, which have a measurable impact on the business results of the organization.
- Experience with numerous law enforcement and fire/rescue client organizations in more than 10 states, involving test development, administration and validation, data analysis, and training.
- Leads/participates in SME meetings to conduct job analysis and develop content for testing, behavioral benchmarks, and scoring criteria.
- Analyzes test data using standard psychometric statistical formulas.
- Manages staff/participates in test administration activities, including test preparation/orientation training.

Michelle Chancey, MAAssessment Consultant

- 10+ years developing written examinations, assessment centers, and oral boards for fire and police personnel.
- Scored completed promotional examinations and presented results to the client.
- Experience with numerous law enforcement and fire/rescue client organizations in more than 10 states, involving test development, administration and validation, data analysis, and training.
- Managed multiple client contracts and projects, maintaining continuous communication with each client to ensure on-time delivery.
- Analyzes test data using standard psychometric statistical formulas.
- Provides candidate orientation sessions to fire and police department job candidates on effective test preparation techniques.

Jenneh Peabody, MSItem Developer

- 5+ years multiple-choice questions for promotional examinations used to measure job knowledge for law enforcement (i.e. police officers) agencies.
- Development and delivery of candidate orientations, trainings and other department sponsored trainings and activities.
- Developed statistics and other pertinent data in analyzing effectiveness of established programs.
- Experience in preparation and validation of written and oral examinations and other screening procedures.

ANNETTE ALVAREZ

President & CEO

EDUCATION

- **A.B.D. Doctorate, Management,**
Colorado Technical University, 1998
- **Masters in Business Administration,**
University of New Haven, 1991
- **Bachelor of Science, Business
Administration,**
Bryant University, 1989

WORK HISTORY

President & CEO
FirstIdea
May 2016 - Present

President
Celebrations
2005 - 2013

Agent/Customer Service Rep
Brooke Insurance Company
2003 - 2005

Customer Care Manager
Nextel Communications
2000 - 2002

Implementation Specialist
Great West Life & Annuity
1998 - 2000

Loan Officer
Universal Lending
1997 - 1998

Team Manager
Consumer Credit Counseling
1994 - 1997

SKILLS & ABILITIES

- Organizational Strategy and Planning
- Corporate Culture, Vision and Mission Definition and Implementation
- Relationship Management and Team Building
- Personnel Development
- Recruiting, Hiring and Assessment
- Industry Advocacy and Leadership

EXPERIENCE

- More than ten years with full general management responsibility at the helm of diverse, dynamic and innovative small businesses.
- Fifteen years of creating, coaching and developing high-functioning teams in various industry verticals, with a focus on those customer and community facing functions most critical for organizational success.
- Fourteen years defining and implementing assessment, hiring and personnel strategies internally and externally to her own organizations.
- Innovation of culturally relevant, sensitive business processes for organizations extending service into new markets and communities.
- Managed and/or participated in development, validation and administration of hiring & promotional testing processes and other human capital projects for dozens of fire and rescue, and law enforcement clients.

GUILLERMO ALVAREZ

Vice President

EDUCATION

- **Masters of Science in Industrial/Organizational Psychology,**
Grand Canyon University, 2018
- **Bachelor of Science, Electrical Engineering,**
Colorado Technical University, 1997

WORK HISTORY

Vice President
FirstIdea
May 2016 - Present

Senior Test Engineer
Raytheon
2007 - 2013

Senior Wireless Test Engineer
Carrier Access Corporation
2004 - 2007

Communications Systems Analyst /
Consultant
Schooley Mitchell
2002 - 2003

Lead Engineer, Technology Selection
Division
QWEST Communications / US West
1997 - 2001

SKILLS & ABILITIES

- Process Definition, Measurement & Performance
- Technology Selection and Application
- Online Assessment Development and Implementation
- Data Validation, Analysis and Interpretation
- Assessment Item Development
- Assessment Management & Administration

EXPERIENCE

- Thirty-years working at the cutting edge of information technology, the last three focused on applying that expertise to the administration and management of FirstIdea's assessment processes and services.
- Three years of development and innovation, extending and adapting FirstIdea's core service offering into different industry verticals.
- Managed and/or participated in development, validation and administration of hiring & promotional testing processes and other human capital projects for dozens of municipal, quasi-municipal and private industry clients.

MILITARY EXPERIENCE

United States Air Force,
Computer Systems, Cheyenne Mountain AFB
(NORAD) 1991
- 1995

JAMES COUGHLIN

Personnel Assessment Consultant

EDUCATION

- **Doctor of Philosophy, General Psychology,**
Grand Canyon University, Phoenix, AZ,
2018
- **Master of Arts, Psychological Counseling,**
Monmouth University, West Long
Branch, NJ, 2008
- **Bachelor of Science, Psychology**
2006, Stockton University, Pomona,
NJ, 2016

WORK HISTORY

Personal Assessment Consultant
FirstIdea
Aug 2015 - Present

New Hire Trainer
Zipfizz Corporation
Dec 2012 - Dec 2015

Mental Health Counselor
New Beginnings Behavior Health
May 2011 - Jun 2012

Wraparound In-home Therapist
Preferred Children's Services
Jan 2008 - Jan 2009

Program Counselor & Team Leader
Preferred Behavior Health of NJ
Sep 2006 - Jan 2009

SKILLS & ABILITIES

- Process Analysis
- Assessment Development
- Data Analysis
- Assessment Administration
- Training
- Fire & Rescue and Law Enforcement

EXPERIENCE

- Four years leading and/or participating in subject matter expert (SME) committee meetings to conduct organizational and job analyses; developing content for test content, behavioral benchmarks, and scoring criteria. Validating components against the job analysis data.
- Analyzing test data using standard psychometric statistical formulas. Creates spreadsheets for preliminary candidate results, final results, and official eligibility lists.
- Managing staff and/or participating in test administration activities. Assists assessors and staff while monitoring the process to ensure consistency and reliability.
- Providing test preparation/ orientation training that focuses on what candidates should expect. Also, provides thorough training to internal and external assessors, remaining available to all assessors to provide assistance in the use of FirstIdea scoring mechanisms so that the outcome is accurate and reliable to provide candidate results.
- Managed and/or participated in development, validation and administration of hiring & promotional testing processes and other human capital projects for dozens of fire and rescue, and law enforcement clients.

AFFILIATED ORGANIZATIONS

- **Association for Talent Development,**
Professional Member - Sept 2014 -
Present
- **Society for Human Resource Management,**
Member - Sept 2014 - Present
- **Society for Industrial and Organizational Psychology,**
Associate - Sept 2014 - Present
- **American Psychological Association,**
Associate Member - Feb 2008 - Present -

MICHELLE CHANCEY

Personnel Assessment Consultant

EDUCATION

- **Master of Arts in Industrial/Organizational Psychology**, University of Colorado, Denver, 2011
- **Master of Arts in Psychology**, University of Vermont, 1995

WORK EXPERIENCE

Personnel Assessment Consultant
FirstIdea
May 2018 – Present
June 2000 – Apr 2012

President & CEO
All Dry Water Damage Experts
Apr 2012 – May 2018

SKILLS & ABILITIES

- Project / Program Management
- Process Analysis
- Written Test Development
- Data Analysis
- Fire & Rescue and Law Enforcement

EXPERIENCE

- Fourteen years at FirstIdea, leading and managing hiring & promotional process definition and development projects.
- Leading and/or participating in subject matter expert (SME) committee meetings to conduct organizational and job analyses; developing content for test content, behavioral benchmarks, and scoring criteria. Validating components against the job analysis data.
- Development of written / online examinations testing job knowledge and situational judgment.
- Analyzing test data using standard psychometric statistical formulas. Creates spreadsheets for preliminary candidate results, final results, and official eligibility lists.
- Participating in appeals and challenges.
- Managed and/or participated in development, validation and administration of hiring & promotional testing processes and other human capital projects for hundreds of fire and rescue, and law enforcement clients.

GEORGE NORRIS

Personnel Assessment Consultant

EDUCATION

- **Doctor of Philosophy, Industrial / Organizational Psychology,**
Ohio State University, 2002
- **Master of Arts, Industrial / Organizational Psychology,**
Ohio State University, 2000
- **Bachelor of Arts, Psychology & Business Administration**
DePauw University

WORK HISTORY

Personnel Assessment Consultant
FirstIdea
Apr 2019 - Present

Founder and Managing Partner
Norris Consulting
Feb 2017 – Apr 2019

Organizational Psychologist
Spectrum Health
Dec 2014 – Feb 2017

Senior Consultant
Denison Consulting
Sep 2012 – Nov 2014

Project Manager
KS&R for IBM
Feb 2009 – Sep 2012

Senior Program Manager
IBM
Aug 2002 – Feb 2009

SKILLS & ABILITIES

- Assessment Validation
- Multi-tiered Competency Modeling
- Performance Management
- Talent Assessment
- Employee Engagement
- Executive Coaching/Mentoring
- Succession/Talent Planning
- Training Development/Delivery
- 360 Feedback Systems

EXPERIENCE

- Seventeen years experience designing and implementation of culture change systems, improving business performance on all 4 predetermined business metrics: market share, client satisfaction, safety/quality and profit margin.
- Decreasing annual organizational turnover rates from (on average) 37% to 9% by assessing company talent selection and management, identifying the major drivers of turnover, and developing and delivering training that addressed those issues.
- Decreasing recruiting expenses by at least \$1 million in a single organization by identifying inefficient talent management processes, developing and implementing organizational changes.
- Building and implementing comprehensive talent management systems which include performance management and talent and succession planning resulting in over \$2 million in annual recruiting savings in a single organization.
- Increased employee and customer satisfaction substantially and swung net income from a \$2.8 million loss to a \$1.1 million gain in 18 months by implementing a highly effective organizational change effort.

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

- **Senn Delany Culture Change**
Certified Instructor – 2016
- **Lean Process Improvement**
Certification – 2015
- **Hogan Personality Assessment**
Certification – 2013
- **Denison Organizational Culture Survey and Leader 360 Feedback**
Certification – 2013
- **Center for Creative Leadership**
Executive Coach and Facilitator, 2013 – 2014
- **Society for Industrial and Organizational Psychology**
1997 – Present

7 FIRSTIDEA DOCUMENTS

7.1 WRITTEN EXAM QUESTION EXAMPLES

Questions 20 through 53 are based on AAOS Emergency Care and Transportation of the Sick & Injured (11th Edition).

20. The spread of HIV and hepatitis in the health care setting can usually be traced back to careless handling of _____.

- A. bedding
- B. respirators
- C. sharps
- D. particulate respirators

Emergency Care and Transportation of the Sick & Injured (11th Edition), pages 46-47

31. Do not start CPR with findings of _____.

- A. ischemia
- B. hypoxia
- * C. putrefaction
- D. apnea

Emergency Care and Transportation of the Sick & Injured (11th Edition), page 539

Items 53 through 80 were developed from xxxx Fire Rescue Department Standard Operating Guidelines, Procedures, and Special Orders.

53. Mandatory drug and alcohol testing shall be required for drivers of City vehicles on all motor vehicle accidents when any following conditions exist except:

- A) injuries to employees or civilians requires transportation to a medical care facility, regardless of fault.
- B) damages occur to city and/or civilian's vehicles and property that were caused by the fire department driver, as determined by the police report.
- C) traffic citations are filed against the fire department driver (of the city vehicle).

D) the vehicle was en route to an emergency incident.

xFRD SOP 200.01 – Vehicle Use and Accident/Incident Procedures, Section 8.18.1

54. In the event the driver's license of any xFRD member becomes invalid by the issuing state, all of the following actions shall be taken except:

- A) the member will be placed on suspension without pay until they are issued a Notice of Proposed Adverse Action (NPAA).
- B) xFRD members who hold discretionary positions such as fire apparatus operators (Sergeants) shall be reduced in rank to firefighter upon their return to active duty pending a meeting with the Fire Chief / HR.
- C) if the member is unable to have their license restored by the issuing state or allowed by a court official to drive while at work, within that period of time, they may be dismissed by the fire chief.
- D) the Fire Chief reserves the right to place the member on a ninety (90)-day administrative leave without pay at the conclusion of the Notice of Proposed Adverse Action (NPAA) to afford the member an opportunity to have their license restored.

xFRD SOP 200.01 – Vehicle Use and Accident/Incident Procedures, Section 8.1.4.1

Questions 31 through 43 are based on First Responder (8th Ed.).

35. During patient assessment, classify the patient's mental status using the AVPU scale. The "P" in this scale stands for:
- A) Perceptive.
 - B) Present.
 - C) Painful.
 - D) Passive.

First Responder, Chapter 7, page 170

7.2 SAMPLE CANDIDATE FEEDBACK LETTER: FIRE CAPTAIN

Dear REDACTED,

This memorandum constitutes the feedback regarding your performance on the Assessment Center for the position of Captain. We would first like to congratulate you on your successful completion of the Assessment Center. We believe that feedback on one's performance is an integral component in personal and professional development and continual improvement. Therefore, we have provided you with your scores on the individual Assessment Center performance dimensions, your scores on each independent exercise, and your overall assessment center score. The overall assessment center score is a combination of the scores from each of the assessment center exercises. **Because many performance dimensions appeared in more than one exercise, you cannot simply average your performance dimension scores to come up with your overall assessment center score.** This memorandum also provides you with summaries of the assessor comments, including areas where you might wish to enhance your knowledge, skills, and abilities.

When interpreting this feedback, it is important to understand that this is not an attempt to characterize your personality. We are not trying to say that this is the way you are as a person, but rather, how you came across to the assessors that day. One of the main benefits of undergoing processes such as the Assessment Center is that you have more insight into your knowledge, skills, and abilities. Knowing your particular strengths and areas of improvement can bring you closer to your desired career goals and aspirations. Therefore, the purpose of this feedback is to provide you with information that will allow you to:

- Gauge where you are in terms of your career development.
- Improve and enhance your knowledge, skills, and abilities.

INCIDENT COMMAND

Strengths:

- Appeared willing to hold and address conflicting ideas.
- Demonstrated an understanding of the mission and goals of the department.
- Displayed a variety of skills for capably handling supervisory problems.
- Recognized the appropriate party for decision making, whether it was you or someone else.
- Made good use of department policies and procedures when handling problems.
- Recognized the emotions and feelings of others.
- Demonstrated a good understanding of the role of supervisor.
- Maintained good eye contact.
- Completed your presentation within the time limit with enough information to be thorough.
- Spoke in a clear, articulate manner.
- Demonstrated the ability to handle the stress of unexpected change, controlling emotions, and responding effectively.

Recommendations:

- Display more comprehensive knowledge of department policies and procedures.
- More clearly demonstrate your ability to remain focused yet flexible.
- Some of your judgments did not have the orderliness or logic fully explained.
- Demonstrate a stronger ability and willingness to hold subordinates accountable for their actions.
- At times came across as somewhat perplexed by the multitude and variety of administrative challenges.
- Better organize your information, so it is easy to follow.
- Make your points more effectively by making greater use of examples.
- Display more willingness to modify your plans if you recognize you've made inappropriate decisions.
- Better demonstrate your ability to weave the mission and values of the organization into solutions to problems.
- Utilize a greater range of ideas for addressing subordinates' problems (counseling, training, department resources, etc.).
- Use more persuasive arguments when attempting to sell your ideas solutions to the assessors.
- More clearly explain how you would make use of department policies and procedures when working with subordinates.

-
- Missed some opportunities to demonstrate a job knowledge that would allow going beyond policy.
 - Place a stronger emphasis on how you will motivate and develop your subordinates.
 - Improve the flow to be more logical and easier to follow.
 - More fully explain how you weighed alternatives including your analysis of the cost/benefits of alternatives.
 - Demonstrating that two disparate thoughts can be held simultaneously is a skill that top performers.
 - Decision-making process could have been improved through the use of more timely data gathering and analysis.
 - Explain your decisions, actions, and ideas in a more organized manner.

ORAL RESUME

Strengths:

- Seemed able and willing to hold subordinates accountable for their actions.
- Did not seem overwhelmed by the multitude and variety of administrative challenges.
- Demonstrate the ability to be persuasive and “sell” your ideas to others.
- Stressed leadership by example.
- Demonstrated willingness to make decisions.
- Appeared committed to the department’s mission and values.
- Maintained good eye contact.
- Spoke in a clear, articulate manner.
- Displayed a range of skills for proficiently handling supervisory problems.
- Demonstrated an understanding of the many and varied customers the organization serves.
- Made good use of department policies and procedures when handling problems.
- Offered multiple solutions to the problems in this exercise.
- Appeared committed to customer service.
- Placed a strong emphasis on the motivation and development of subordinates.

Recommendations:

- More clearly demonstrate your understanding of the role of a supervisor.
- At times it appeared that you did not adequately identify who would be best to make certain decisions (yourself or others).
- Demonstrate greater awareness of the underlying issues in this scenario.
- Demonstrate a stronger awareness of the potential outcomes or consequences of your decisions.
- Make your understanding of the problems within the scenario more clear to the assessors.
- Assessors felt that you would benefit from additional education and experience related to the knowledge and skills necessary for this position.
- Make your points more effectively by making greater use of examples.
- Offer more practical and feasible solutions to problems.
- Be more willing to look at problems from a variety of perspectives.
- At times did not demonstrate as much understanding of the position demands as was expected or desired.
- Provide more unique and innovative solutions to problems.
- More fully approach these problems from the level of the position to which you are trying to be promoted.
- Incorporate the community or customers more effectively in problem-solving.

ROLE PLAY**Strengths:**

- Demonstrated the ability to handle the stress of unexpected change, controlling emotions, and responding effectively.
- Handled potentially sensitive issues with discretion and compassion.
- Appeared committed to the department's mission and values.
- Demonstrated good problem-solving skills.
- Displayed good command presence.
- Did not permit conflict to escalate or get out of control.
- Provided thorough solutions to the problems in this scenario.
- Appeared able to anticipate conflicts.
- Demonstrated a genuine interest in the perspectives, concerns, and needs of others.
- Found effective ways to resolve conflict both in the long and short term.
- Did not shy away from conflict.
- Made good use of department policies and procedures when handling problems.
- Recognized the emotions and feelings of others.
- Identified the problems within the scenario.
- Maintained good eye contact with the role player.
- Was diplomatic in your delivery provided a thorough explanation of the process for accreditation in this scenario.

Recommendations:

- More effectively incorporate the relevant players into the problem-solving effort.
- Suggest more solutions to problems.
- More clearly explain how you would make use of department policies and procedures when working with subordinates.
- Demonstrate a stronger ability and willingness to hold subordinates accountable for their actions.
- More fully display your leadership ability.
- Place a greater emphasis on leadership by example.
- More clearly display your ability to solve complex problems.
- Make better use of active listening in interpersonal communications.

EXERCISE SCORES	
INCIDENT COMMAND	75.9375
ORAL RESUME	63.7500
ROLE PLAY	81.9444
PERFORMANCE DIMENSION SCORES	
ADAPTABILITY/FLEXIBILITY	80.0000
CONFLICT RESOLUTION	86.6667
CREATIVITY	60.0000
CUSTOMER SERVICE	65.0000
DECISION-MAKING & DECISIVENESS	66.0000
EMOTIONAL MATURITY	80.0000
INTERPERSONAL SKILLS	78.3333
JOB KNOWLEDGE	77.5000
JOB PREPARATION	63.3333
JUDGMENT	75.0000
LEADERSHIP	76.6667
ORAL COMMUNICATION SKILLS	74.0000
ORGANIZING & PLANNING	75.0000
PROBLEM-SOLVING	69.1667
SUPERVISORY SKILLS AND ADMINISTRATIVE ABILITIES	71.2500

SUMMARY

Your **best performance** during the Assessment Center was in:

- Role Play

Your **greatest opportunity for improvement** was in:

- Oral Resume

Your **strongest performance dimensions** were:

- CONFLICT RESOLUTION

The **dimensions you scored lowest on** include:

- CREATIVITY

Your **overall assessment center score** was:

73.8773

We hope this information has been helpful, and we wish you success in all your future endeavors.

Sincerely,

FirstIdea, INC.

7.3 ASSESSMENT DEMONSTRATION - EXAMPLE: INCIDENT COMMAND EXERCISE, FIRE CAPTAIN

7.3.1 Instructions to Candidate

For the Incident Command Exercise, there are two (2) pages of instructions which include a scenario description. Make sure you carefully read and consider both pages.

You have **fifteen (15) minutes to read these instructions and create your initial presentation** before meeting with the assessors. You will then have a maximum of twenty (20) minutes with the assessors. Of this time, you will have a **maximum of five (5) minutes to give your initial presentation to the assessors.**

The incident takes place in the City of Fictitious, Virginia. However, all the rules, regulations, policies, and procedures of the Division of Fire and Rescue apply. You will act in the capacity of the incident commander throughout your response.

In the description below, you will be given information about the beginning stages of an incident. You will then be expected to make an initial presentation to the assessors regarding how you, as a Fire Captain, would handle this situation. At a minimum, your initial presentation should address:

- In-route considerations.
- Activities upon arrival at the incident.
- Tactical considerations, priorities, and decisions.

The assessors will then present a series of updates to the scenario. You will have three (3) minutes to respond to each update. After your initial presentation and response to updates, the assessors will then have no more than five (5) minutes to ask any follow-up questions they may have and for you to respond to those questions.

To summarize, you have a **maximum of twenty (20) minutes with the assessors**, which will be divided up as follows:

- ❑ **No more than five (5) minutes for your initial presentation**
- ❑ **A maximum of nine (9) minutes to address updates from the assessors (maximum 3 minutes per update)**
- ❑ **A maximum of five (5) minutes to answer follow-up questions from the assessors.**

The Scenario Description is on the next page:

A call came into dispatch regarding a fire alarm. The time of the call to dispatch was 0930 a.m. on a Monday in May. The temperature is 65° Fahrenheit with no wind. Dispatch sends the normal response for this type of alarm.

The initial arriving apparatus is an engine, reporting on scene two (2) minutes after the initial dispatch. The company officer reports the following: "We are on scene at 8742 Panorama Street. We have a five (5) story office building with a parking garage attached to it on the south side of the building. Nothing is showing. We are investigating".

Moments later, the initial arriving company officer provides an update and reports the following: "An employee of the business office states a pickup truck is on fire in basement level 2 (B2) in the parking garage".

You are the next to arrive on the scene, one (1) minute later.

When you begin your presentation, you will be shown your initial view of the building described above.

This is all the information you have as you arrive on the scene. You are expected to take command.

We are not expecting "real-time" radio communications; you would not need to simulate radio communication.

Your initial presentation should address, at the very least, your (1) in-route considerations, (2) activities upon arrival at the incident, and (3) tactical considerations, priorities, and decisions. The assessors will provide you with updates to the scenario, such as changes in conditions, additional personnel on scene, etc. during the first 15 minutes of the presentation time. Then, the assessors will have five minutes to ask you follow-up questions.

7.3.2 Instructions to Assessors

!!FOR ASSESSORS' EYES ONLY!!

INCIDENT COMMAND EXERCISE GUIDE

Following the candidate's initial presentation, you will be providing the candidate with the three updates below. After the candidate has responded to all updates or fifteen (15) minutes have elapsed (whichever comes first), you will ask questions for a maximum of five (5) minutes.

During their initial presentations, some candidates may work their strategy through the incident, making various assumptions. It would be best if you were listening to those assumptions to evaluate the candidates and to provide updates and ask questions properly.

To help you evaluate the candidates' responses, we have provided some insights, and we will develop additional thoughts with insights from the subject matter experts. Keep in mind that this is not a checklist in the traditional sense. You are listening to the overall thinking of the candidates.

In terms of the candidates' initial presentation on their in-route considerations, actions upon arrival, and tactical priorities and decisions, candidates should mention:

In-route considerations:

- ☐ Dispatch information
- ☐ Weather
- ☐ Time of day
- ☐ Number of apparatus and personnel on board
- ☐ Number and condition of people in the building and outside the building
- ☐ Accountability
- ☐ Water supply
- ☐ Additional resources
- ☐ Response considerations such as street closures or other possible delays
- ☐ Control of access to the area
- ☐ EMS
- ☐ Other resources

Actions upon arrival:

- ☐ Announce arrival and position of IC post
- ☐ Assume command
- ☐ Conduct Size Up
- ☐ Describe the situation
- ☐ Conduct risk/benefit analysis
- ☐ Staging
- ☐ Assignment of personnel
- ☐ The positioning of the apparatus

-
- ☐ Call for additional resources
 - ☐ Contacting other agencies
 - ☐ Declaration of strategy
 - ☐ Communicate safety concerns

Tactical Priorities

- ☐ Life Safety considerations
- ☐ Environmental considerations
- ☐ Exposure considerations
- ☐ Incident stabilization and property conservation
- ☐ Triage and treatment
- ☐ Transport of victims

The scenario should evolve as follows:

Interject 1: Following the candidate's initial presentation, the assessor should state:

As a crew is attacking the fire, they report zero visibility and high heat. They find two disoriented civilians in the fire area. You have 3 minutes to tell us what actions you would take.

The candidate should address the following:

- ☐ Request additional resources (specific).
- ☐ Coordinate suppression activities.
- ☐ Assign additional resources to evacuate the civilians.
- ☐ Please make certain that additional apparatus and personnel (e.g., paramedics and ambulances) are on their way.

Interject 2: Following the candidate's response to Interject 1, the assessor should state:

The Company officer of the initial arriving engine reports smoke on floor one of the office building. You have 3 minutes to tell us what actions you would take.

The candidates should address the following:

- ☐ Evacuation of the office building.
- ☐ Need for additional resources to investigate all floors for the presence of smoke and injured civilians.
- ☐ Medical care for civilians exposed to fire or smoke.
- ☐

Interject 3: Following the candidate's response to Interject 2, the assessor should state:

A fire crew working on the first floor of the office building report cold smoke and find one activated sprinkler head.

You have 3 minutes to tell us what actions you would take.

The candidates should address the following:

- ❑ Checking for fire extension/ determining why the sprinkler system activated.
- ❑ Salvage needs in the office building.
- ❑ Utilization of on-site personnel to address building systems (HVAC, Utilities).

INCIDENT COMMAND PERFORMANCE DIMENSION GUIDE

DIVISION OF FIRE AND RESCUE **FIRE CAPTAIN – 2019**

Listed under each of the following performance dimensions are examples of desirable behaviors candidates might exhibit while performing in this exercise. These specific behaviors should be used as guidelines in evaluating each candidate's response to this Tactical exercise. Just because a candidate does not demonstrate every one of these behaviors does not necessarily indicate poor performance. Remember, the goal of this exercise is to respond logically and appropriately to the scenario presented. The candidate should have sound rationales for his or her decisions. Some candidates may demonstrate these skills without exhibiting many of the listed behaviors. Use these behaviors only as a guide.

ADAPTABILITY/FLEXIBILITY: Extent to which the candidate exhibited the ability to adapt to changing environments and conditions and was willing to change his or her approach to accommodate new information or conditions.

- Candidate adapted to the new information provided by the assessors.
- Candidate was willing and able to change approaches as needed, depending on the requirements of the situation.

DECISION MAKING AND DECISIVENESS: Extent to which the candidate did not shy away from making decisions and demonstrated an understanding of when to make decisions alone, when to collaborate with his or her peers, and when to pass decisions on to someone else.

- Candidate demonstrated a willingness to make decisions.
- Candidate came across as willing to defend his or her decisions when challenged by others.
- Candidate was able to abandon poor decisions.

EMOTIONAL MATURITY: Extent to which the candidate exhibited the ability to cope with unexpected change, recognized his or her feelings and expressed them appropriately, controlled strong emotional responses, and responded reasonably under stressful conditions.

- Candidate did not become flustered or lose focus.
- Candidate maintained composure and a professional demeanor.

JOB KNOWLEDGE: Extent to which the candidate demonstrated an appropriate knowledge level of policies, procedures, and practices of the department, as well as other areas of job-related knowledge.

- Candidate demonstrated an understanding of policies and procedures.
- Candidate demonstrated knowledge of incident management techniques and tactical considerations.
- Candidate was able to apply his or her knowledge effectively to this scenario.
- Candidate demonstrated knowledge of a Battalion Chief's role in this incident.

JUDGMENT: Extent to which the candidate weighed alternatives, including the costs and benefits of potential actions, and chose the most appropriate alternative.

- Candidate considered the consequences of potential actions.
- Candidate chose appropriate alternatives when considering the situation.

ORAL COMMUNICATION SKILLS: Extent to which the candidate was able to organize his or her thoughts and express them in a clear and logical manner.

- Candidate expressed thoughts clearly and completely.
- Candidate did not ramble.
- Candidate was dynamic and engaging when speaking.
- Candidate utilized voice inflections and non-verbal gestures effectively.

ORGANIZING & PLANNING: Extent to which the candidate defined the tasks and/or goals that must be accomplished, provided a framework or strategy for accomplishing these tasks/goals, and established a timeline for completion.

- Candidate knew the goals and tasks required for this incident.
- Candidate recognized any need for additional resources and the optimization of the use of existing resources.
- Candidate was attentive to details and incident management duties within this scenario.
- Candidate understood the proper priorities for this incident.

SUPERVISION: Extent to which the candidate provided guidance and direction for subordinates and ensured high-performance standards.

- Candidate demonstrated how to ensure high-performance standards at a tactical incident.
- Candidate came across as willing to assume the role of the incident commander.
- Candidate displayed an understanding of the incident commander's role at an incident.
- Candidate demonstrated an understanding of how to effectively delegate tasks to subordinates in tactical situations.

Scoring Technology & Process: Guidance to Assessors

When observing a candidate's performance during an exercise, it is essential to document and evaluate their behaviors. To accomplish this, you will be completing several activities. First, you will make notes on the candidate's behaviors and your impressions of their behaviors on the Note Taking Form. This will be a continual process throughout the candidate's performance. Second, you will make numerical ratings in the Rating section with the tablet, providing scores on each of the performance dimensions for

an exercise. Completion of the ratings should be done after the candidate has finished the exercise and left the room.

Moreover, finally, you will complete the Feedback bubbles on the tablet summarizing your impressions of the candidate. So, the order is as follows:

Form to be used	When the form is used	Contents of the form
Note Taking Form (paper)	During the candidate's presentation to the assessors	Behaviors and impressions of the candidate's performance
Rating (tablet)	After the candidate has left, but before any discussion has taken place among the assessors	Ratings on the performance dimensions and an overall exercise rating.
Feedback (tablet)	After the candidate has left, and the assessors have had an opportunity to discuss their thoughts about the candidate	Impressions of the candidate, ideas for improvement, strengths, and weaknesses

Once all of the assessors (including the lead assessor) have submitted their ratings independently of one another, the assessors will be informed if their scores are within 2 points of one another. So, scores of 7 and 9 are fine, but scores of 7 and 10 are not. If the scores are not within 2 points of each other, we request that the assessor panel discuss that score until an agreement to within 2 points is reached. This process should be conducted for each performance dimension score and the overall score. At that point, the assessors will change their scores on the tablet to reflect the new scores.

One of the great benefits of the assessment center process is that valuable feedback can be provided to candidates. To do this, we need to know detailed information on how they were perceived in each exercise. The Feedback section on the tablet is used to provide us and, in turn, the candidate with feedback concerning their performance. We have found that comments from assessors are very similar and can generally be grouped into similar performance dimension categories that were used on the Rating.

There are two sections to the Feedback portion of the tablet. First, there are a series of bubbles, both Strengths, and Recommendations, that can be checked off. Second, there is a place to write additional comments that are not reflected in the bubbles.

First, with the feedback bubbles, you will notice each statement in the "Strengths" column is paired with a complimentary statement in the "Recommendations" column. Make sure you do not bubble in both of the paired statements as they are contradictory, and we will be unable to give the candidates that type of feedback. Hence, both statements will have to be discarded when we compile the statements between the assessors.

We ask that you fill in a **total** of 7-10 statements for each candidate. These statements can, and should, be split up between Strengths and Recommendations (we are **not** asking for 7-10 Strengths and an additional 7-10 Recommendations). Although this is not an exact figure, we do ask that you stay very close to this range (e.g., 6 or 12 statements is fine, but we do not want you to fill in 3 or 20 statements).

When choosing your statements, make sure they are the 7-10 that you feel are **most important** for that candidate to know. Remember, this is the only direct feedback these candidates are receiving on their performance. It would be best if you attempted to make sure to tell them what things they did best in and in what areas they could improve the most.

Second, the section for you to give additional comments is available. We **highly recommend** you provide some additional comments, as these are the only custom, personalized comments each candidate receives. We ask you to phrase these comments like the ones listed on the sheet. Frequently, the candidates may not receive this feedback for several months, and highly specific comments regarding the specific way in which the candidate responded to a specific situation may make little sense to them after that much time has passed. So, we ask that you attempt to phrase any additional comments in a way that can carry over to multiple situations. If you would like to make an additional comment, and you are unsure about how to word it, feel free to ask the FirstIdea staff member who is administering the process for some advice.

When making your additional comments, you do not need to re-write or describe specific actions done by a candidate. Rather, you should summarize your evaluations and opinions, and indicate your overall impressions of the candidate's knowledge, skills, and abilities. Because this information will be translated back to the candidates, it is helpful to note both Strengths and Recommendations where applicable.

You will have several minutes in between candidates to make your numerical ratings and provide feedback. Good utilization of this period between candidates would be spending approximately the first 2-3 minutes, making your independent ratings on the dimensions. Then, we suggest using the largest portion of that time between candidates on the Feedback form and for comparing your numerical ratings with the other assessors.

Many assessors find that a good strategy when making additional comments is to use a bullet format. You do not have to write your summary comments in the form of a narrative. Short statements such as "Spoke clearly," "Should have better-utilized resources during the incident," or "Effectively resolved the citizen's complaint" are reasonably detailed enough to communicate your thoughts and impressions. Remember, it is HOW you felt about a candidate's performance in an area that is important, rather than describing specific behaviors made by the candidates.

FIRE CAPTAIN

[illegible]

7.3.4 Tablet Forms

Search Assessors

<input type="text"/>	<input type="button" value="Search"/>		
Assessor Number	First Name	Last Name	Department
1	ASSR1	-	<input type="button" value="Log in"/>
2	ASSR2	-	<input type="button" value="Log in"/>
3	ASSR3	-	<input type="button" value="Log in"/>

1-3 of 3

Search Candidates

<input type="text"/>	<input type="button" value="Search"/>			
Candidate Number	First Name	Last Name	Completed	
1	Kenneth	Ball II	<input checked="" type="checkbox"/>	<input type="button" value="Select Candidate"/>
2	Paul	Calvaruso	<input checked="" type="checkbox"/>	<input type="button" value="Select Candidate"/>

1-2 of 2

Search Exercises

<input type="text"/>	<input type="button" value="Search"/>
Name	
IN-Basket	<input type="button" value="Use Exercise"/>
Oral Resume	<input type="button" value="Use Exercise"/>
Role Play	<input type="button" value="Use Exercise"/>

1-3 of 3

Rate Candidate

When observing a candidate's performance in an exercise, it is very important to document and evaluate their behaviors. In order to successfully accomplish this, you will be completing a number of activities. First, you will make notes on the candidate's behaviors and your impressions on those behaviors using the 'Notes' button above. Second, you will make numerical ratings on the 'Rating Form' below providing scores on the performance dimensions for an exercise, as well as an overall rating of the candidate's performance. Completion of the 'Rating Form' should be done after the candidate has finished the exercise and left the room. Each assessor should complete his or her 'Rating Form' of the candidate independently from one another.

CONFLICT RESOLUTION

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

CUSTOMER SERVICE

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

DECISION-MAKING & DECISIVENESS

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

INTERPERSONAL SKILLS

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

JOB KNOWLEDGE

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

JUDGMENT

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

ORGANIZING & PLANNING

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

SUPERVISORY SKILLS AND ADMINISTRATIVE ABILITIES

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

OVERALL

1	2	3	4	5	6	7	8	9	10	+1/2	9.00
---	---	---	---	---	---	---	---	---	----	------	------

Done with Ratings

Candidate Feedback

After the candidate has left, and the assessors have had an opportunity to discuss their thoughts about the candidate, this 'Feedback Form' will be completed. This allows assessors to provide impressions of the candidate's strengths and weaknesses. Use the 'Select Dimension' buttons below to complete the feedback for each Performance Dimension.

Exercise Name	Performance Dimension Name	Performance Dimension Description Text	Feedback Complete
IN-Basket	CONFLICT RESOLUTION	The extent to which a candidate can identify both individual and organizational conflicts, and effectively work toward resolving those conflicts. Supervisors and managers must handle all kinds of conflict, from a disagreement between two subordinates to conflict between organizational divisions, within the community at large, or even between expressed values and organizational or personal demands. This dimension does not suggest the avoidance of conflict (although in some occasions that may be appropriate), but rather, the ability to anticipate, confront, and resolve the variety of conflicts that can occur.	<input checked="" type="checkbox"/> Select Dimension
IN-Basket	CUSTOMER SERVICE	The extent to which a candidate can identify who the customer is, identify what that customer needs and desires, determine their role in meeting those needs and desires, and, if unable to meet particular customer needs, seek others who can. Members of effective organizations are expected to take a customer service attitude toward individuals and organizations in the community, and toward individuals and divisions within the organization itself.	<input checked="" type="checkbox"/> Select Dimension
IN-Basket	DECISION-MAKING & DECISIVENESS	The extent to which a candidate does not shy away from making decisions and demonstrates an understanding of when to make decisions alone, when to collaborate with peers, and when to pass decisions on to someone else. Strong candidates have the self-confidence to defend good decisions and abandon poor ones, taking ownership of their decisions and accepting accountability. The decision making process should be timely, relevant, logical, and using data gathering and analysis techniques.	<input type="checkbox"/> Select Dimension
IN-Basket	INTERPERSONAL SKILLS	The extent to which a candidate is able to establish and maintain cooperative and constructive relationships on an individual and group basis, consider the feelings and needs of others, and respect the views of others. Interpersonal skills include the ability to communicate and listen to others, disarm and set others at ease, consider multiple viewpoints, and express sensitivity and concerns for others.	<input type="checkbox"/> Select Dimension
IN-Basket	JOB KNOWLEDGE	The extent to which a candidate demonstrates an appropriate knowledge level of policies, procedures, and practices of the organization and position. Job knowledge includes displaying an understanding of administrative procedures, mission and vision statements, tactics and strategies for emergency scenes, and supervisory and management theories and practices.	<input type="checkbox"/> Select Dimension
IN-Basket	JUDGMENT	The extent to which a candidate weighs alternatives, including the costs and benefits of potential actions, and chooses the most appropriate alternative. Judgment should be logical and orderly.	<input type="checkbox"/> Select Dimension
IN-Basket	ORGANIZING & PLANNING	The extent to which a candidate defines the tasks and/or goals that must be accomplished, provides a framework or strategy for accomplishing these tasks/goals, and establishes a timeline for completion. Whereas problem solving entails the identification and selection of a course of action, organizing and planning involves the means of actually putting the solution into action. Organizing and planning includes the prioritization of tasks, delegation and coordination of assignments, setting task goals and timelines, and ensuring objectives are met. These skills can often be seen in presentations that are well organized and logically communicated.	<input type="checkbox"/> Select Dimension
IN-Basket	SUPERVISORY SKILLS AND ADMINISTRATIVE ABILITIES	The extent to which a candidate provides guidance and direction for subordinates and ensures high performance standards. Supervision is distinct from leadership in that supervision primarily entails the direct administrative oversight of employees. Supervision includes setting goals for employees and evaluating performance, providing documentation, coaching and counseling employees, setting expectations, holding people accountable, and utilizing discipline and praise where appropriate.	<input type="checkbox"/> Select Dimension

1-8 of 8

[Done with Dimensions](#)

Performance Dimension Feedback

Please provide impressions of the candidate's strengths and weaknesses. Use the 'Strength' and 'Recommendation' checkboxes below to complete the feedback.

Strength	Strength Text	Recommendation	Recommendation Text
<input checked="" type="checkbox"/>	Did not shy away from conflict.	<input type="checkbox"/>	Demonstrate a greater willingness to tackle conflicts.
<input type="checkbox"/>	Found effective ways to resolve conflict both in the long and short term.	<input checked="" type="checkbox"/>	More strongly display an ability to resolve conflicts both temporarily and in the long term.
<input type="checkbox"/>	Did not provoke unnecessary conflict.	<input checked="" type="checkbox"/>	More carefully avoid provoking additional conflict.
<input checked="" type="checkbox"/>	Did not permit conflict to escalate or get out of control.	<input type="checkbox"/>	Be more cautious about allowing conflicts to escalate.
<input checked="" type="checkbox"/>	Appeared able to anticipate conflicts.	<input type="checkbox"/>	More effectively anticipate conflicts in this exercise.

1-5 of 5

Submit Feedback

Comments to the Candidate

This is an opportunity to 'personalize' the feedback for this candidate. You should provide advice that you would like to receive. You should make statements that are relevant, beneficial and specific to this exercise, but not too specific. Think about the candidate and what the candidate demonstrated that was good for handling this exercise or, conversely, what the candidate could have improved upon.

Notes**Written Strengths****Written Recommendations**

Submit Final Feedback

7.4 SAMPLE WRITTEN EXAMINATION STUDY GUIDE

7.5 SAMPLE ASSESSMENT CENTER STUDY GUIDE



SAMPLE
Promotional Assessment Center
Candidate Preparation Guide



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THANK YOU

WE LOOK FORWARD TO WORKING TOGETHER.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FirstIdea, Inc.
Parker, CO United States

Certificate Number:
2019-555592

Date Filed:
10/26/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 5800 NA200000010
EMS Promotional Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A			

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Annette M. Alvarez and my date of birth is 1/13/1969

My address is 10130 Amethyst Way Parker CO 80134 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Douglas County, State of Colorado, on the 30 day of October, 2019.
(month) (year)

Annette M. Alvarez
Signature of authorized agent of contracting business entity
(Declarant)

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Michael Sullivan 4-3314
Sponsor/User Dept.	HRD	Sponsor Name/Phone	N/A
Solicitation No	RFP 5800 EAD3004	Project Name	Austin-Travis County EMS Department Promotional Testing
Contract Amount	\$1,200,000	Ad Date (if applicable)	6/24/19
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**			
Austin-Travis County EMS Department Promotional Testing for civil service employees			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
RFP 9300 EAD0115 - no goals			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
92420 - 100%			
Erin D'Vincent		6/14/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	6/14/2019	Date Assigned to BDC	6/14/2019
In accordance with Chapter 2-9(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

Commodity code 92420 - Examination and Testing has 2 Available M/WBE companies. These companies may bid as prime vendors.

Subcontracting Opportunities Identified

No subcontracting opportunities identified.

Kenneth Kalu

SMBR Staff *Kenneth Kalu*

Signature/ Date *Kenneth Kalu 6/17/19*

SMBR Director or Designee

Date *6-17-19*

Returned to/ Date: