



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

SOLICITATION NO: EAD0117

COMMODITY/SERVICE DESCRIPTION: Austin Fire Department
Cadet Hiring

DATE ISSUED: 7/14/14

REQUISITION NO.: 14041400308

PRE-PROPOSAL CONFERENCE TIME AND DATE: 7/23/14 at 9 AM

COMMODITY CODES: 91885, 92420

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

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

PROPOSAL DUE PRIOR TO: 8/5/14 11 AM, local time

PROPOSAL CLOSING TIME AND DATE: 8/5/14 11 AM, local time

Erin D'Vincent
Senior Buyer Specialist
Phone: (512) 972-4017

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

E-Mail: Erin.DVincent@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL, AND 9 ELECTRONIC COPIES ON A CD OR FLASH DRIVE OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	8
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

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

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by

submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Address: _____

E-Mail Address: _____

Phone Number: _____

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

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet – 5 References Required

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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: _____

- (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 id 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: _____ Which State: _____

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

Answer: _____

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than close of business seven business days before the due date of the proposal.

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

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

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

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

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

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

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

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

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

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

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

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

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

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

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

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

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

Ronnelle Paulsen

512-974-5315

Ronnelle.Paulsen@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.

Scope of Work

SOLICITATION NO. EAD0117

Description: Austin Fire Department Cadet Hiring

1.0 Purpose

The purpose of this contract is to secure assistance for the Austin Fire Department (AFD) in developing and implementing a new selection process for Firefighter Cadet hiring. Proposals need to describe the development, administration, and validation of that portion of the selection process in-between minimum qualifications screening and the conditional job offer. Verification of employment, educational, and military records as well as criminal background checks and physical, medical, and psychological assessments that take place after the conditional job offer are NOT included in the scope of this project.

The proposed process shall include one or more standardized written assessments and one or more standardized oral assessments to evaluate whether applicants possess the skills, abilities, and other characteristics required to be successful in training and on the job. In addition to the assessments, proposals shall include a description of the decision rules for using assessment results in the overall selection process. Proposals shall include a confirmatory job analysis and a technical report that documents the validity of the assessments and of the overall process to select AFD Firefighter Cadets. The initial validity evidence shall be sufficient to justify using the process immediately. Proposals shall also include a plan for conducting a local criterion-related validation study after the first administration of the assessments in Austin. Discussion of the timing and methodology of the local validation study should be included in the plan.

2.0 Background

2.1 *General Background*

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

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

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

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

During the last hiring cycle, AFD received more than 4,800 applications through the City of Austin's online employment application system. This mechanism after being prescreened for minimum qualifications resulted in more than 4,000 applicants being invited to sit for the entrance examination, with over 2,800 applicants actually taking the exam. The test-taking population was approximately 39% White, 36% Hispanic, 12% Black, and 13% other or unspecified race/ethnicity; 11% of applicants were female. Every applicant who took the written exam was invited to participate in a structured oral interview, and over 2,000 interviews were conducted. Each year, approximately 100 to 150 of the eligible candidates are invited to go through the pre-hire assessments gauging their physical qualifications including the Candidate Physical Ability Test (CPAT), medical and psychological qualifications based on a written and interview process, and personal background history verification and criminal check. Candidates who pass all the assessments are placed on a hiring list for future Cadet academies. AFD generally hosts two training academy classes per year, with 25 to 30 cadets in each class. Since there were no Cadet classes for the previous twelve months, classes will be larger in 2014-2015, with 35 to 50 Cadets in each class.

2.2 *Special Considerations*

Vendors should be aware of two special considerations. First, as of the date of this solicitation, AFD has entered into a proposed consent decree with the U.S. Department of Justice (DOJ) as the result of a 2013 DOJ investigation into AFD's most recent hiring processes. Based on that investigation, DOJ has concluded that the AFD hiring processes in 2012 and in 2013 had an adverse impact on African American and Hispanic applicants. The proposed consent decree between AFD and the DOJ would address and remediate the adverse impact findings from the 2013 DOJ investigation. The proposed decree has been submitted to the federal court in

Austin for review and approval, which is pending as of this time. AFD anticipates that the approved consent decree will result in all aspects of the design, validation, and administration of hiring process conducted under this contract to be subject to review by the DOJ.

The vendor must be willing and able to:

- 2.2.1 Provide exceptionally well-documented current and historical validity evidence for its proposed assessments details regarding the volume and results of the vendor's prior criterion-related validation of its assessments are requested as part of the proposal;
- 2.2.2 Document steps followed in prior work, and planned for the current project, to achieve valid candidate assessment results, while minimizing adverse impact;;
- 2.2.3 Show how its assessment process will accommodate consideration of equally valid / less adverse alternatives if assessment results show significant adverse impact; and
- 2.2.4 Cooperate on a timely basis with AFD and the DOJ (as directed by AFD) by providing for review by DOJ the data and prior selection procedure development steps followed for similar projects, subject to confidentiality..

Second, the current cost and administrative complexity associated with running thousands of candidates through written and oral assessments in a matter of days (4 to 5 days per annual cycle) is daunting. AFD is looking for innovative concepts in assessing written and oral skills that are more inviting for the recruit and more cost effective for the department; provided that such concepts have been shown to produce valid measurement of job requirements in prior projects. AFD hopes to improve the experience for the test taker without inflating the cost of test administration, since the cost is funded by the tax payer.

2.3 Minimum Qualifications

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

- 1. Proposer must have experience in implementing hiring solutions:
 - a. With municipal fire departments, and
 - b. In at least three (3) municipalities, and
 - c. With applicant pools that are 500 persons or greater.
- 2. Proposer must have hiring solutions that are currently in production and have been so for at least one (1) year.
- 3. Proposer must be able to produce documentation of the validity of assessment tools based on job-related critical skills and abilities, and be willing to share information confirming the above requirements with both AFD and DOJ.

3.0 **Tasks/Requirements**

3.1 *Contractor's Responsibilities*

- 3.1.1 Standards. Assessments shall be demonstrably valid for measuring the competencies required for success in the Firefighter Cadet job. These assessments shall be defensible and minimize adverse impact within the constraint of not losing validity. The overall process will enable AFD to select Firefighter Cadets who are both willing and able to perform the job and meet job performance and behavioral requirements. In evaluating proposals submitted in response to this RFP, evaluators will look for methodology and deliverables that are consistent with existing professional, scientific, and regulatory standards pertaining to employee selection.
- 3.1.2 Assessment Design and Content. Describe what assessment(s) or assessment system best meet's AFD's selection needs for its Firefighter Cadet job. Provide the following for each assessment:
- 3.1.2.1 Origin: Who (what company) developed this assessment? Who supports and maintains it now? When was the present form of the assessment released?
 - 3.1.2.2 List and define the constructs (knowledge, skills, abilities, personality, interests, experience) the proposed assessment measures.
 - 3.1.2.3 Describe the types of jobs for which the assessment is recommended.
 - 3.1.2.4 Describe the assessment design, e.g., fixed item pool, adaptive testing, other.
 - 3.1.2.5 Items: How many items does the assessment contain? Describe each type of item and response format in the assessment. Provide a sample of each item type.
 - 3.1.2.6 Alternate Forms: Are alternate forms available? If yes, how many alternate forms? How was form comparability established?
 - 3.1.2.7 How can AFD decision makers preview the assessment? Is an assessment demo available?
- 3.1.3 Assessment Development and Validation. Describe the assessment development process, and attach a copy of relevant technical report(s) or manual(s). Provide additional information on the following:
- 3.1.3.1 Summarize available evidence for criterion-related validity conducted by your company.
 - 3.1.3.1.1 Provide the number of studies completed, total sample size of each, number of organizations and types of jobs included, criterion measures used, and uncorrected mean r_{xy} .
 - 3.1.3.1.2 Describe any studies performed by your company (including results) conducted specifically on Firefighter Cadet or Firefighter applicants.
 - 3.1.3.1.3 Summarize separately any studies (including results) in which fire academy outcomes, supervisor ratings, and job performance results were used as criterion measures.

- 3.1.3.2 Describe other existing types of validity evidence.
- 3.1.3.3 What reading difficulty level is required to take the assessment? How was this reading difficulty level determined?
- 3.1.3.4 Describe the assessment's reliability and how it was estimated.
- 3.1.3.5 Describe any utility studies that have been completed, and summarize the results.
- 3.1.3.6 Describe the process used to determine whether the assessment is appropriate for particular jobs. Is there an established process for documenting validity transportability? If so, please describe it.
- 3.1.3.7 Describe the composition of any norm group(s) used to set critical scores or provide percentile equivalents.
- 3.1.3.8 Describe whether the assessment has been used to establish pass-fail standards, and how such standards have been determined, and will be determined for AFD.
- 3.1.3.9 Describe specific steps to be followed in establishing a method for AFD to use the assessment once candidate data have been assembled and analyzed.
- 3.1.3.10 Describe how performance on the assessment has been integrated with results of other stages in the screening process, how such integration has been established as a valid, defensible approach, and how such steps will be undertaken for AFD.
- 3.1.3.11 What organizational performance outcome(s) can AFD expect?
- 3.1.3.12 Describe any ongoing or planned research involving this assessment and any design changes planned for the next 18 months.
- 3.1.4 Defensibility. Describe how the Proposer would defend the validity of its assessments and proposed hiring process if challenged in court. In addition to any other narrative the Proposer deems relevant, please indicate:
 - 3.1.4.1 What examinee reaction data have been collected? What do they show?
 - 3.1.4.2 How large are racial/ethnic group score differences in standardized mean differences between racial/ethnic groups (d scores)?
 - 3.1.4.3 Have any of the proposed assessments produced adverse impact ratios (AIRs) of less than 80% on African-American/Black, Hispanic and/or female applicants? What are typical AIRs for the assessments for these groups? On what sample sizes are these adverse impact ratios based? Likewise, what magnitude of average score differences between the above groups have been noted in terms of "d-value" statistics.
 - 3.1.4.4 Have fairness analyses been conducted in which regression lines for white and racial/ethnic minorities were compared? If so, what were the results?

- 3.1.4.5 Has use of any proposed assessment been challenged? If yes, by whom, before whom, when and under what circumstances? What was the outcome?
- 3.1.5 Cooperation. The successful Proposer shall agree to provide promptly any information about the design, scoring, or administration of its proposed hiring process, and any information about the composition, use, or validity of its written or oral assessments, in response to a written request from a federal or state enforcement agency resulting from the performance of this contract. This requirement will apply regardless of whether such request is made to the Proposer or to the City. In addition, the Proposer shall agree to provide on reasonable notice testimony about its assessments and the hiring process under this contract required in any court or in administrative proceeding. The City shall compensate the Proposer at a pre-determined hourly rate for any such testimony requested by the City.
- 3.1.6 Administration of the Assessment. Describe the administration of the assessment(s) in the AFD environment and describe the assessment sessions; their content, who would administer them, and the number of applicants that can be accommodated in each one. Provide specific information on the following:
- 3.1.6.1 Timing: Is the assessment timed? If so, what is the time limit, and how is elapsed time measured? If not, how long does it typically take to complete?
- 3.1.6.2 What administration methods are supported, e.g., paper-and-pencil, PC-based, or web-based?
- 3.1.6.3 List any facilities, equipment or materials required to administer the assessment at each testing site, including system requirements other than a PC and internet connection.
- 3.1.6.4 Proctoring: Is proctoring required or recommended? Why or why not? If not, can the assessment be administered remotely? If so, describe how candidate identification is verified and threats to validity and test security are minimized.
- 3.1.6.5 Describe your firm's record keeping, archiving and assessment data maintenance processes.
- 3.1.6.6 What methods are recommended for using results to make operational decisions, e.g., cutoffs, bands, combination with other assessments in a compensatory model? How are qualifying thresholds established?
- 3.1.6.7 If a claim of validity transportability is relied upon to document the job-relatedness of the assessment for AFD, will the assessment then be implemented under exactly the same scoring, standards setting, and overall decision making procedures used in the vendor's prior validity studies? If not, explain what differences in using the assessment might be considered acceptable in retaining the validity transportability claim.

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

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

3.1.6.10 What channels of client support are provided (e.g., telephone, eCare)?

3.1.7 Hiring Cycle Timeline. Provide a timeline for proposed work activities for this project from the kick-off meeting and job analysis research to the creation of an eligibility list and follow-up validity reporting (one complete hiring cycle). Hiring cycles generally begin with initial testing in month 1, oral interviews in month 2, pass/fail assessments in months 3 and 4, with the start of a 27 week cadet class in month 5.

3.2 *City's Responsibilities*

3.2.1 The City of Austin has an online job application system that must be used by applicants wanting to take the assessment. The information gathered in the application system is date and time stamped, and becomes the City's official record of the candidate's background and contact information. Candidate information will be provided to the Contractor for the purpose of scheduling assessments.

3.2.2 Representatives from the City's Civil Service Office and the Austin Fire Department will:

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

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

4.0 **Milestones/Deliverables** At a minimum, the city expects to see the following milestones and deliverables described within the proposal.

Milestone / Deliverables	Description of Contractor's Responsibilities	Timeline (due/completion date or reference date)	Performance Measures (Acceptance Criteria)	Contract Reference/ Section
Step 1: Pre-Work <ul style="list-style-type: none"> Initial planning Job analysis study Validation & transportability documentation 	<ul style="list-style-type: none"> Conduct kick-off meeting Perform job analysis research as needed Coordinate assessment administration timeline and resources with City 	6 weeks after contract signed	Delivery of acceptable job analysis, assessment validation, and transportability documentation	3.1.2
Step 2: Development of Assessment Plan and Materials <ul style="list-style-type: none"> Assessment design Validity evidence specific to test instrument(s) Candidate study guide 	<ul style="list-style-type: none"> Identify proposed assessment(s) Develop final plan for assessment administration Provide candidate study materials 	1 month after completion of Step 1	City approval of assessment(s), assessment administration plan, and candidate study guide	3.1.3
Step 3: Administration & Scoring <ul style="list-style-type: none"> Administration of assessment(s) Scoring of assessment(s) 	<ul style="list-style-type: none"> Administer assessments as required by City Score assessment(s) Provide raw assessment scores /to City 	Raw scores delivered to City within 2 weeks of completion of each assessment	Assessment(s) correctly and timely administered and scored; raw assessment scores delivered to City as required	3.1.5
Step 4: Analysis of Results <ul style="list-style-type: none"> Analysis of scores Adverse impact study Consideration of less adverse alternatives (if applicable) 	<ul style="list-style-type: none"> Analyze and support defensibility of assessment scores Recommend use(s) of scores to mitigate identified adverse impact (if any) while maintaining validity 	3 weeks after raw assessment scores are provided to City	Delivery to City of required score analyses, and City's approval of recommended use of scores	3.1.4
Step 5: Validation <ul style="list-style-type: none"> Assessment of process based on AFD cadet academy & probationary firefighter performance 	<ul style="list-style-type: none"> Analyze performance of candidates in cadet academy and during firefighter probation Prepare report summarizing analysis 	1 month after completion of firefighter probation period for each cadet class	Delivery of acceptable documentation to City showing Contractor's completion of required work	3.1.3
Step 6: Final Evaluation <ul style="list-style-type: none"> Completion of hiring cycle Final report and recommendations on assessment process 	<ul style="list-style-type: none"> Deliver report summarizing successes and challenges of the hiring process Provide recommendations for process improvement in next hiring cycle 	1 month after completion of firefighter probation period for each cadet class	Delivery of acceptable documentation to City showing Contractor's completion of required work	3.1.6

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This document describes the requirements that apply to all proposals submitted to the City of Austin (the "City") in response to the solicitation referenced above. Each individual or entity responding to this solicitation (a "Proposer") is expected to comply with these requirements, and all proposals will be evaluated based on these requirements and the laws and policies affecting City contracts of this type. **The original paper copy of the proposal shall be on standard 8 ½" X 11" double sided paper, unbound, with no staples or paperclips. Nine electronic copies of the proposal on a CD or flash drive in PDF format must also be submitted with the original proposal clearly marked with each Offeror's information. The CD's or flash drives will not be returned.**

1. PROPOSAL FORMAT

Proposals shall be submitted in both written (the original proposal) and electronic (either disk or thumb drive) copy, and should be organized in the following information sequence.

Part I – Executive Summary: Provide a narrative overview of three (3) pages or less, which gives a summary of the proposal in concise terms.

Part II – Business Organization: Provide the following information about the Proposer, its organization, and its operations:

- i. State the full name and address of your organization.
- ii. Describe your company's experience in developing, validating and delivering assessment tools that are used to make employment decisions.
- iii. State whether you operate as a partnership, corporation, or proprietorship. Include the State in which you are incorporated or licensed to operate.
- iv. Identify your parent company if you are a subsidiary, and identify any affiliate organizations that engage in the employee assessment or employment consulting business.
- v. Who owns the Proposer? If there is more than one owner, what stake in the company does each owner have?
- vi. Specify the location of each branch office or other subordinate element which will perform, or assist in performing, the work herein.
- vii. Provide your total company gross revenue over each of the last 3 years. What percentage of the revenue does your assessment instrumentation business represent? What percentage does consulting revenue represent?
- viii. Does your company have errors and omissions liability insurance? If so, what are the policy limits?

Part III – System Concept and Solution: Describe in detail your understanding of the requirements presented in the Scope of Work and your system solution(s). Address the issues presented in Parts 2 and 3 of the Scope of Work Statement, and provide any additional information you deem necessary to evaluate your proposal.

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Part IV – Program: Describe your technical plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

- i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks. Consider the required milestones/deliverables outlined in Section 4.0 of the Statement of Work.
- ii. Describe how you define success for each of the tasks in your program plan.
- iii. Describe potential risks associated with each task and what you will do to reduce risk.
- iv. The points at which written, deliverable reports will be provided.
- v. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.

Part V – Personnel and Project Management Structure: Provide a general explanation and organizational chart which specifies project leadership, reporting responsibilities, and interface points with City project management and team personnel.

- i. State the names and qualifications of all professional personnel who will be assigned to this contract. State the primary work assigned to each person and the estimated percentage of time each person will devote to this work. Identify key persons by name and title. Provide full resumes for key personnel. Provide an organizational chart depicting the relationships of the key personnel.
- ii. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Part VI - Prior Experience: Provide the following information about the Proposer's prior experience:

- i. Describe your company's assessment philosophy and strategy.
- ii. Describe the project history for personnel who will be assigned to this contract and who will actively participate on the project. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- iii. Provide the names of the three municipal fire departments with which you have most recently worked on similar projects. For each department identified, state the year(s) during which you worked with the department, and provide contact information for a specific individual at that department who can discuss your work. [Note: preference will be given to Proposers who have worked with fire departments in cities with populations over 500,000.]
- iv. Identify the employer involved and the assessment(s) at issue, and describe the circumstances and outcome of the claim, lawsuit, investigation, or grievance for each instance during the last 10 years in which the legality or validity of any of the Proposer's assessments has been the subject of a federal, state, or local investigation or enforcement action, a charge of discrimination, a private lawsuit, or a contract grievance, state the year(s) such actions occurred,

Part VII - Local Business Presence: The City seeks opportunities for businesses in the Austin corporate City Limits to participate on City contracts. A firm (Proposer or subcontractor) is considered

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to have a “Local Business Presence” if the firm is headquartered in the Austin corporate City limits, or has a branch office located in the Austin corporate City limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation. As provided in Part 3, below, points will be awarded through a combination of the Proposer’s Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Proposer’s of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer’s MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify in this section of your proposal if and by which definition the Proposer or any subcontractor(s) have a Local Business Presence.

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

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

Based on the contractor responsibilities described in Sec. 4.0 of the Statement of Work, list your not-to-exceed costs for the deliverables at each Step defined in Sec. 4.0, assuming that each assessment will be administered to 2,500 candidates. Your not-to-exceed cost should be a total cost number including all personnel costs, administrative and overhead costs, fees, travel costs, and all other costs that would be charged to the City. If the cost of a Step varies by the number of candidates being assessed, number of sessions conducted, or other factors, provide a specific, quantifiable description of how the cost varies at that Step. The total of all milestone Step payments should equal the total project not-to-exceed cost for a single testing cycle. Provide your cost breakdown in the following format:

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

Part X – Certification: The proposal must be signed by the Proposer and include the following certification:

“[Proposer] certifies that all information submitted in this proposal, including any supplements or later additions, is true and correct. Proposer further certifies that it has read and understands all parts of the Proposal Preparation Requirements and Evaluation Factors for

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this solicitation, including without limitation the anti-lobbying and procurement rules of the City of Austin, and accepts all such requirements as a condition of this proposal. Proposer further certifies that it is and shall remain in compliance with all such requirements, and with any other applicable federal, state and local procurement regulations, throughout the selection process(es) for this contract.”

2. PROPOSER REQUIREMENTS

Part I - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Proposers or potential Proposers are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period a Proposer makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Proposer’s Proposal is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Proposer from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Proposers submitting proposals on this solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Proposer has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

Part II – Proposal Acceptance Period: All proposals shall be valid for a period of one hundred and eighty (180) calendar days subsequent to the closing date for proposals.

Part III – Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Part IV – Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

3. EVALUATION FACTORS AND AWARD

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Part I – Competitive Selection: This procurement will comply with applicable City policies and procedures. The successful Proposer will be selected by the City on a rational basis. In addition to compliance with the terms of this solicitation and its purchasing procedures, the City shall utilize the criteria listed in Part II, below, to evaluate proposals received. Proposals shall be scored using the factors and methodology outlined in Part II, below, to select the best Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

Part II – Evaluation Factors in Proposal Scoring: Scoring of proposals shall be on a scale of 100 maximum points, allocated as follows:

- i. **System Concept and Solutions Proposed:** Grasp of the requirement(s) and solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical requirements and documentation, plausibility of program schedule. **(maximum 40 points)**
Particular attention will be given to the following:
 - **Validity:** the strength of evidence showing the Proposer's process to be valid for the firefighter cadet job at the Austin Fire Department ("AFD"). This criterion includes, without limitation, the number of job-related critical skills and abilities measured by the assessment(s); the number, sample size, quality and results of supporting criterion-related and other validity studies; the availability of any validity transportability tools or methods, and the strength of the Proposer's job analysis tools and methods.
 - **Defensibility:** the ability to incorporate methods of reducing adverse impact while preserving validity; the use of facially valid assessment content; and the availability and quality of transportable evidence of validity.
 - **Feasibility:** the level of administrative burden to the City in the Proposer's process; the convenience of the process for the applicants and the City; and the quality of test security and applicant identity verification in the Proposer's process.
 - **Timeliness:** the ability to deliver the Proposer's process within the City's desired timeframe.
- ii. **Demonstrated Applicable Experience and Financial Viability/Stability:** the Proposer's past history of working successfully with large fire departments and Proposer's size, work history, available resources, and financial stability. **(maximum 30 points)**
- iii. **Total Evaluated Cost:** the total cost to the City of using the Proposer's process, as reflected in the Cost Proposal in Part IX above. **(maximum 15 points)**
- iv. **Efficiently/Effectively Addresses the Special Considerations Section 2.2 described in the Scope of Work (maximum 5 points)**
- v. **Local Business Presence (maximum 10 points),** based on the following schedule:

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

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Local presence of between 1 and 24%	2
No local presence	0

- vi. **Vendor Interviews** are optional at the City's discretion. **(maximum additional 25 points)**