

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 19-824-SS

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and PSI Services LLC, with a principal place of business located at 300 South Burrowes Street, State College, PA 16801 ("Contractor").

1. The Contractor agrees to provide the following goods or services:
Police Entry-Level Testing
2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on the date of execution by the County. Unless terminated as provided below, the Agreement shall continue until May 31, 2021.
5. The County will pay the Contractor, for services or goods that the Project Officer accepts, in accordance with Exhibit B Contract Pricing. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.
6. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. The County may terminate this Agreement by 15 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
9. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
10. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
11. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:

- Workers Compensation-Standard Virginia Workers Compensation Policy.
- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

12. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

14. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the

Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
16. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.
17. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
18. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
19. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

The County does not discriminate against faith-based organizations.

21. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
22. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
23. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
24. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
25. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.
26. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

PSI Services LLC
300 South Burrowes Street
State College, PA 16801

TO THE COUNTY:

Adrienne Quigley
1425 Courthouse Road
7th Floor
Arlington County, Virginia

AND

Cynthia Davis, Procurement Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

27. The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.
28. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
29. This Agreement may be modified only by written amendment.
30. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
31. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: Cynthia Davis
PRINTED NAME: CYNTHIA DAVIS
PRINTED TITLE: PROCUREMENT
OFFICER
DATE: May 8, 2019

PSI SERVICES LLC

SIGNED: [Signature]
PRINTED NAME: CHRIS SMITH
PRINTED TITLE: SVP, TALENT
DATE: 05/01/19

EXHIBIT A

SCOPE OF WORK

A. JOB/TRANSPORTABILITY ANALYSES:

The transportability analyses are a onetime process that is required to administer written exams or examines administered via the Internet for potential candidates. For this scope of work "Officer" refers to either a County Police Officer or a Deputy Sheriff, herein referred to as "Officer" or other related position that is within the County's public safety roles.

The Contractor must conduct a transportability analyses and provide a technical report of the transportability efforts used in the analyses. The Contractor's transportability analyses must comply with the requirements and standards of the Equal Employment Opportunity Commission's (EEOC) Uniform Guidelines on Employee Selection Procedures, the American Psychological Association's (APA) Standards for Educational & Psychological Testing and the Society for Industrial and Psychological Procedures' Principles for the Validation and Use of Personnel Selection Procedures, hereafter referred to as "Standards". The Contractor must ensure that the transportability analyses will adhere to all aspects of the Standards and allow for validity evidence to be borrowed from the original criterion validation studies conducted by the Contractor and transported and applied to the County.

1. The Contractor must conduct an initial onetime transportability analyses that addresses the following concerns:
 - a. **Criterion related validity study and validity evidence:** Using the Standards, the Contractor will provide documentation of the validity of the Law Enforcement Aptitude Battery (LEAB) for selecting entry-level Officers. The transportability data collected in Arlington County will be compared to other entry-level Officer positions used in original validation studies to establish the similarity of the County's entry-level Officer. This similarity will form the basis for transporting the validity of the LEAB to Arlington County.
 - b. **Job similarity and comparability:** the Contractor must administer a transportability job analysis to the County's current Officers. The Contractor must conduct an analysis of their responses, and determine the degree of similarity between the County Officers and law enforcement officers in previously validated sample law enforcement agencies. The Contractor must work toward establishing and documenting evidence that demonstrates the County's incumbents perform substantially the same job duties, and employ similar cognitive abilities and personal characteristics to perform their job duties and to similar degrees, as law enforcement Officers in the validation sample agencies.
 - i. **Review existing job information (job analysis information from the County) and develop a project plan:** The Contractor must collaborate with the County's Police, Sheriff and Human Resources Departments to identify the basic information required for the transportability analyses. The Contractor must evaluate outcomes and develop a project plan for collecting target job analysis data in the same format as the source study. The Contractor will use the project plan to develop a written transportability report that documents, among other considerations, the availability of subject matter experts to provide job analysis information, and identify any barriers encountered while performing the transportability work.

- ii. **Review source study for criterion validation:** The Contractor will ensure that the original validation studies for criterion validation meet the Standards required to establish criterion-related validation evidence to support its application in Arlington County. The Contractor will examine: 1) the jobs comprised by the original validation studies to understand the source of validation data; 2) the job analysis approach used in the original validation studies to connect the source and target jobs in the County based on job analysis data; 3) the effects of the test evaluating subgroup differences in mean scores and pass rates to include considering the appropriateness of recommended cut scores and the likely effect on the applicant pool in the County.
- iii. **Develop procedures, plan analyses, and gather data to examine job similarity:** The Contractor must administer a job analysis questionnaire (JAQ) in the County, analyze the data collected, and determine the job similarity between the validation sample agencies and the County. The Contractor will administer the JAQ via the Internet to collect incumbent's and their supervisor's ratings for the County's entry-level Officer positions. The Contractor must ensure that the collected data will support the analyses needed to judge an inference of transported validity.

The Contractor will include the use of a job analysis tool and the identification of a sample of incumbents and supervisors to provide the job information. The Contractor will provide JAQ respondents with instructions via email and during the JAQ session for an individual-style job analysis process. If the County opts for a consensus approach using a panel process, the Contractor's session facilitator must provide instructions via teleconference. Subject Matter Experts (SMEs) will be given the opportunity to add to the Contractor's Law Enforcement Officer job description, tasks performed by the Officer that are not included. The Contractor will use this information to assist in the determination of job similarity; 2) compile the job analysis results and create a data set for conducting analyses of similarity; and 3) conduct a similarity analysis and decide on a threshold of similarity in conjunction with the County.

- iv. **Complete analyses of job similarity and document study results:** The Contractor must complete an analysis of job similarity and provide a written report that summarizes the job similarity results and the validity data that supports the use of the Law Enforcement Aptitude Battery (LEAB) in the County.
 - c. **Fairness evidence:** The Contractor will make available to the County the results of test fairness analyses for race/ethnic groups (African American, Hispanic, and White) and gender. The Contractor must use data from criterion-related validation studies with adequate sample sizes for each of the race and gender subgroups to support the analyses.
 - d. **Evidence of validity based on a reasonable standard of informed professional judgment:** The Contractor must document evidence that supports an inference of validity based on a reasonable standard of informed professional judgment for transporting or generalizing validity.
2. The Contractor will provide the following services and products that are inclusive of the Transportability analyses:

- a. Collect job analysis data subject matter experts (SMEs) who are knowledgeable of the position using a survey administered via the Internet to a sample of up to 35 incumbent Officers each from the police department and the Sheriff's Office (time to complete 2 hours).
- b. Using data collected from SMEs, develop duty, ability and personal characteristic profiles for the law enforcement position and statistically compare the client profiles to those the Contractor has developed for the entry-level law enforcement position.
- c. Document the job/transportability analysis activities and results in the validity transportability report.
- d. Provide a job analysis questionnaire that is hosted via the Internet to be administered to a number of incumbent Officers and supervisors as determined by the Contractor and approved by the County for validity.
- e. The Contractor will identify the number, race, and gender of incumbents and supervisors who should complete the job analysis questionnaire based on demographic information provided by the County.
- f. Compile and evaluate job analysis questionnaire survey responses provided by County incumbents and supervisors for similarity comparisons as part of the transportability validation effort.
- g. Document transportability validation efforts in a validity transportability report to include all validation study steps and results that comply with legal and the Standards and support the use of the Contractor's LEAB using previously conducted criterion validation studies.
- h. Provide documentation required to support the validity evidence and methods used in conducting the transportability analysis should the LEAB be legally challenged.
- i. Provide consultative support to assist the County in responding to inquiries that may arise from candidates (e.g., double-checking candidate scores, explaining low scores to candidates) or County personnel.

3. TIMEFRAME - The transportability analysis described above will be mutually agreed by both parties and will take no longer than 6 months to complete the process.

B. EXAMINATIONS:

The County will utilize the Contractor's LEAB for a minimum of one year if the test demonstrates that it is job-related and based upon business necessity and until such time that another exam has been identified by the County that is determined to be equally valid and demonstrates less adverse impact on minorities. The Contractor must fulfill the following examination requirements:

1. The Contractor must provide the County with their LEAB examination that has been determined to be important to the effective performance of an entry-level law enforcement officer's job. The LEAB must be a comprehensive entry-level test for Officers that has been written and is owned and commercially available from the Contractor. The LEAB must be developed by the Contractor in accordance with the EEOC's *Uniform Guidelines on Employee Selection Procedures*, the APA's *Standards for Educational & Psychological Testing* and the Society for Industrial and Psychological Procedures' *Principles for the Validation and Use of Personnel Selection Procedures*. The Contractor's LEAB must consist of:
 - a. A Cognitive Ability Test section designed to test a series of abilities determined to be important to the effective performance of law enforcement officers.
 - b. A Work Styles Questionnaire designed to assess certain motivational, value-related and attitudinal characteristics that are of potential relevance to the successful performance of law enforcement officers.

- c. A Life Experience Survey section designed to assess candidates' past history and experience of potential relevance to successful performance of law enforcement officers.
- 2. This Contractor's LEAB examination will be demonstrated to be valid for use in the County based upon a transportability analyses that has been conducted by the Contractor.
- 3. Internet Based LEAB System Setup
 - a. The Contractor must provide a link to their LEAB platform for testing candidates and maintaining data. The County will provide testing facilities.
 - b. The Contractor must provide a LEAB administrator manual that identifies the features of the system and step-by-step instructions for using each feature.
 - c. The Contractor must provide instructions to the LEAB administrative staff via Skype on how to operate system, if needed.
 - d. The Contractor's LEAB system must communicate scores for candidates tested on the system.
- 4. WRITTEN LEAB Test Licensing and Scoring:
 - a. The Contractor must provide per candidate licensing fee for use of PSI/EB Jacobs' proprietary LEAB including the Cognitive Ability Test, the Work Styles Inventory and the Life Experience Survey as well as the LEAB Candidate Preparation Guide.
 - b. The Contractor must provide LEAB scoring and initial consultation regarding cut-off score determination.
 - c. Periodically provide score-based adverse impact analysis.
 - d. The Contractor must submit the scan sheets for candidates tested in a one-month period together as a group.
 - e. The Contractor must adhere to the following LEAB written exam requirements:
 - i. Provide a paper and pencil version of the LEAB to include test questions and response options.
 - a. Note: The Contractor must provide a camera-ready copy of the LEAB to the County. The County will create copies of the LEAB test and manage the copies in a secure manner within the County's Police Department and Sheriff's Office respectively.
 - ii. Provide instructions on how to monitor the written exam.
 - iii. Provide camera-ready and web-based candidate preparation guide for the LEAB including a license to use the study guide for the term of the contract.

Note: The LEAB will be administered by Arlington County Police Department staff or the Sheriff's Office on at least a monthly basis as needed to respond to applicant interest using County facilities. The Arlington County Police Department and Sheriff's Office staff who are responsible for administering the test will certify in writing that they will maintain test security.
 - iv. Provide parallel versions of the test as requested by the County (up to six).
 - v. Provide sample oral administration test instructions.
 - vi. Provide scannable answer sheets at no additional cost during the term of the contract.
 - vii. In collaboration with the County's Police Department, Sheriff's Office and Human Resource Departments provide recommendations and advice for setting appropriate cut scores based upon professionally accepted methods for setting cut scores.

- viii. Provide the County with access to the Contractor's website to obtain test scores in a PDF or Excel format.
- ix. Provide the County with access to a guidance document on how to interpret scores.
- x. Provide the County with computer scoring within 48 hours of the original scan sheets being received by the Contractor. The County will retrieve LEAB scores using the Contractor's secure Internet based LEAB platform.
- xi. Semi-annually, upon the County's request, the Contractor will conduct an analysis of the LEAB data for the County. The Contractor's analysis must include the distribution of LEAB final scores by race and gender. The Contractor must make the LEAB test results available via their Internet based system. At any time, the Contractor's LEAB system must allow the County to download test results in Excel format.

5. Candidate Preparation Guide:

The Contractor must develop and deliver a camera-ready and Internet-based preparation guide for the LEAB. The Contractor's preparation guide must describe the test processes and provide preparation suggestions and sample items and exercises for candidates. The Contractor's preparation guide will include a licensing fee to use the study guide for the contract term. The Contractor must make the preparation guide available from the Contractor's website in an electronic or PDF format; and provide a single access code to the Contractor's website. The County will provide each candidate with the access instructions and code.

6. Optional 12-item Cognitive Ability Practice Test with Answers and Explanations

If the County exercises the option for a 12-item Cognitive Ability Practice Test with Answers and Explanations, the Contractor must develop and deliver a practice test consisting of 12 cognitive ability test items. The test must include an explanation of the correct answers and distractors. The Contractor must make the practice test materials available for candidates to download from the Contractor's secure website.

7. All services provided and outputs produced by the Contractor (excluding transportability report text) will remain the intellectual property of the Contractor. The Contractor must provide the County with a reproduction license that extends through the contract term. The County will not make any information available to third-parties without the Contractor's written permission.

EXHIBIT B
CONTRACT PRICING

<u>Item #</u>	<u>Description of the Project/Activity</u>	<u>QTY</u>	<u>Unit of Measurement</u>	<u>Unit Price</u>
1.	Job / Transportability Analyses (The County will not pay for this analysis if the test results are not valid and do not support the County's use of the LEAB)	1	Each	\$1,750
2.	Online LEAB System Setup (One-time set up fee)	1	Each	\$1,000
3.	Online LEAB test licensing and scoring	1	Each	\$25
4.	Written LEAB test licensing and scoring	1	Each	\$35

OPTIONAL PRICING

<u>Item #</u>	<u>Description of the Project/Activity</u>	<u>QTY</u>	<u>Unit of Measurement</u>	<u>Unit Price</u>
5.	Optional 12-item cognitive Ability Practice Test with Answers and Explanations	1	Each	\$1,500
6.	Online LEAB test licensing and scoring	Up to 40 Candidates	Monthly	\$1,000
7.	Online LEAB test licensing and Scoring	Up to 60 Candidates	Monthly	\$1,250

