

Annual Entry-Level Firefighter and Police Test Materials Terms & Conditions of Lease
Please fax: 916-294-4240 or email: heidi@fpsi.com **BOTH PAGES** back to FPSI; signature required.

Subject to the following terms and conditions, **Fire & Police Selection, Inc. (FPSI)** hereby agrees to lease to the **(Client)** the right to use **FPSI's Entry-Level Written Test(s) Materials** for their firefighter and police department examinations as ordered during an annual basis. The contract is effective on January 1, 2019 and effective until December 31, 2019. FPSI will charge a \$500 annual base fee plus costs for test materials, shipping & handling, and scoring if it applies. Under this contract, both parties agree to the following terms and conditions:

1. It is expressly understood that in selling the right to use its test(s), **FPSI** cannot guarantee compliance with the civil rights laws or the requirements of federal or state enforcement agencies. Nor does **FPSI** agree to stand as surety or otherwise immunize the **Client** from any civil rights liability that may result from the **Client's** use of the test. **FPSI** recommends to the **Client** that a job analysis and validation study would greatly improve the defensibility of the test(s). **FPSI** may provide consultation to the **Client** on a time-and-charges basis, should its test be challenged.
2. The right to use **FPSI's** Test Materials is leased to the **Client** for the internal use and benefit of the **Client** only. The **Client** agrees not to sell, rent, lease, give, lend, or otherwise disclose or provide the Test Materials to any other employer or entity, or use the Test Materials for the benefit of any other employer or entity. Test materials may not be reproduced or copied without the written permission of **FPSI**. The **Client** agrees not to provide, disclose, or otherwise reveal the Test Materials to any persons except the employees of the **Client** directly and necessarily involved in test administration and selections. If compromised in any capacity, the **Client** agrees to pay *all* validation expenses associated with the materials compromised.
3. The **Client** is responsible for the security of all Test Materials during the lease period. It is understood by the **Client** that any security breaches may adversely affect **FPSI's** future ability to license or lease its Test Materials.
4. The **Client** agrees that neither its officers, agents, employees, representatives, nor any persons in active concert participation with it or them, shall modify, adapt, or alter the Test Materials in any way, or develop any identical or similar tests without the prior consent, in writing, of **FPSI** which shall retain the copyright to all versions of the Test Materials.
5. The **Client** agrees to have at least two employees count all written Test Materials and Test Booklets upon receipt of each and to provide **FPSI** with email, telephone or facsimile notification within 48 hours of receipt of any discrepancies between the amount **FPSI** shipped and the amount the **Client** received followed by written notification within five days. If **FPSI** receives no such notification within the time period specified, it will be assumed for purposes of this agreement that the **Client** received a complete shipment as recorded by **FPSI**.
6. The **Client** also agrees to have at least two employees count all Test Materials and Test Booklets being returned to **FPSI**, provide **FPSI** with a written record of the materials being returned and an identification of those persons who counted them.
7. The **Client** agrees to pay a **\$200 Cancellation Fee if an order is cancelled after** any test materials ordered by the **Client** have been leased, printed, and/or shipped to the **Client** from **FPSI**.
8. The **Client's** lease costs are based on the options selected by the **Client** and will be determined at the time of ordering. This includes the annual base fee for entry-level fire or police testing, the used/unused counts, and upon the condition of all materials. These charges will be based on current **FPSI** Rental/Licensors Rates. Orders submitted within 72 hours of the actual test date will be subject to a Rush Order Fee.

9. The **Client** must return all used and unused Test Materials and Booklets preferably via Federal Express (FedEx®) or United Parcel Service (UPS®) to **FPSI** within twenty (20) business days after *each* the test administration *and* is responsible for the cost of the return. The **Client** will be charged the current billable rates for any Test Booklet(s) not returned within those twenty (20) business days or that are missing any pages or whole booklets. This charge is to cover the development cost for a replacement test. If you only have access to shipping via the United States Postal Service (USPS--Mail) you must use the *USPS Tracking™* service so all boxes are tracked during the mailing/shipping process.
10. The **Client** agrees to pay a 10% Restocking Fee for unused Test Booklets and/or Study Guides that are being returned for credit (90%). An unused Test Booklet is one whose seal is not broken and any unused Study Guide is one not damaged in the return shipment. If any unused Test Booklet or Study Guide is damaged from the return shipment due to lack of proper packing or taping of the box, the **Client** will pay full price as noted in our price sheet for *each* damaged item. **Clients** will be charged a handling fee of 5% cost for all product goods. The Client will also be charged for the shipping of materials (at cost).
11. **Clients** typically do their own in-house scoring. However, if **FPSI** is requested to score, it will typically do so within five (5) business days of receipt of the answer sheets from the **Client** and charge "scoring set up fees" for each scoring session. **FPSI** shall provide the client with three viable cutoff options for the test, none of which are binding to the **Client**. When possible, **FPSI** shall conduct and complete an adverse impact analysis and report this information to the **Client** in the written recommendation letter.
12. **FPSI** regularly conducts statistical evaluations of all test items. Occasionally, test administrations will reveal statistical limitation with the effectiveness or fairness of one or more items on a test administration. **FPSI** reserves the right to either remove or "score perfect" such items when they are identified.
13. After receiving from the **Client** the Test Materials, Test Booklets, and Key Sheets, **FPSI** will submit an invoice for the services provided. This invoice will reflect a refund for any unused Test Booklets, less 10% restocking fee. Payment is due on receipt of **FPSI's** invoice. A service fee of one and one-half percent (1-1/2%) per month (eighteen percent [18%] per year) will be charged on all unpaid balances in excess of thirty (30) days past due.
14. Should the **Client** become the subject of any litigation or investigation by state or federal enforcement agencies arising from the **Client's** use of the Test Materials, **FPSI** will provide consultation on a time-and-charges basis at such hourly rates as may then be current.

CLIENT: CITY OF CENTRAL FALLS

STATE: RHODE ISLAND

DATED: _____

2/3/19

By: _____
James Diossa
Mayor

By: _____
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: _____
Irina Golman,
Acting Finance Director

Fire & Police Selection, Inc. (FPSI)

Name: Stacy Bell, M.S.

Title: Executive Vice President

Signature: _____



Date: January 17, 2019