



CITY OF TORRINGTON

PURCHASING DEPARTMENT
140 Main Street, Room 206
Torrington, CT 06790

Pennie Zucco, Purchasing Agent
Phone: (860)-489-2225
Fax (860)-489-2547
Email: pennie_zucco@torringtonct.org

May 4, 2023

Mayor Elinor Carbone
Members of the City Council
Members of the Board of Public Safety

Re: RFQ-RFP # FPT-022-041423 FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES

The City of Torrington received four (4) submitted proposals to supply Promotional Testing Services for the Torrington Fire Department.

Resource Management Associates, Inc.
Tinley Park, IL

Illinois Fire Chiefs Association
Skokie, IL

Mission CIT, LLC
West Hartford, CT

Fire Service Testing Company, Inc.
Tampa, FL

I am in agreement with Chief Eric Borden and D/C Dave Tripp that the City Council authorize the Mayor to award the contract to Mission CIT, LLC, West Hartford, CT for the not to exceed price of \$18,000.00 and to have the Mayor act on the behalf of the City regarding the execution of the contract and its administration pending approval from City Council.

Funding for these services will be through the Fire Department Promotional Test Stress Psychological account.

Thank you for your consideration on this matter.


Pennie Zucco
Purchasing Agent

cc: E. Borden; D. Tripp

April 13, 2023

Penne Zucco
Purchasing Agent
City of Torrington
140 Main St. – Room 206
Torrington, CT 06790

Dear Ms. Zucco,

MissionCIT, LLC is pleased to provide you with our qualifications to develop, administer and score a series of promotional examinations for the City of Torrington and the Torrington Fire Department.

- MissionCIT, LLC is bound by the commitments made in our proposal and response to RFQ/RFP # FPT 022-041423, FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES.”
- The Prime Consultant Contact is Jason Decremer, Ph.d., a founding member of MissionCIT. His Contact Information is: 15 N. Main Street, Suite 100, West Hartford, CT 06107 | jdcramer@missioncit.com | 203-649-5090 office | 203-232-6035 cell

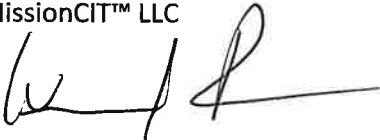
Our elite promotional testing service and platform are consistent, fair, reliable, secure, and valid. MissionCIT has consistently delivered entry and promotional testing services to Connecticut Fire Departments. Every client has scheduled multiple tests with us.

MissionCIT's technical platform incorporates the most advanced entry and promotional testing capabilities available for fire service testing. Combined with our test development and delivery expertise, we deliver secure, unbiased, content-rich tests that fairly assess the candidates' abilities per the exam objectives. In addition, our team has a proven track record, having conducted many fire service studies and created test banks that are internationally accredited.

Our reputation in the fire and EMS industry is that of integrity and providing testing services that are not the typical cookie-cutter exams that other firms administer. Rather, our tests are freshly written for each client test; and are fair, consistent, reliable, technology-enhanced, and secure.

If you have any questions, please do not hesitate to contact us at your convenience.

Sincerely,
MissionCIT™ LLC



Warren J. Fisher
CEO | Member

MISSIONCIT, LLC

15 N. Main Street, Suite 100
West Hartford, CT 06107

info@missioncit.com | +1 203-649-5090 | www.missioncit.com

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A. Statement of Qualifications

I. Project Understanding

MissionCIT, LLC will provide promotional examination services for the City of Torrington and the Torrington Fire Department for the following positions:

- Battalion Chief
- Lieutenant
- Assistant Chief Training & Safety
- Deputy Fire Marshal
- Assistant Chief of Fire Prevention and Investigation

We will develop written and oral examinations for each level listed above, along with administering and scoring each examination. Written examinations will be developed based on an established reading list, Torrington Fire Department Policies, and the collective bargaining agreement provided in RFQ # FPT-022-041423. Written examinations will contain 100 multiple-choice questions for each individual rank. All of the testing provided by our firm will fully comply with applicable laws and regulations of the State of Connecticut, The City of Torrington, and the collective bargaining unit with the International Association of Firefighters, Local 1567. We will prepare and complete the testing process for Lieutenant no later than June 15, 2023. Written examinations will be immediately scored after all candidates are finished. We will also provide a written process for potential challenges.

We will provide an oral examination for each position, including a minimum of (6) questions based on the specific position tested. We will coordinate evaluators for the oral board of minimum rank to the position being tested and assist the City of Torrington with selecting qualified evaluators. Each oral exam will be recorded for assessment and candidate review.

The testing process for each position will follow the guidelines listed in the Local 1567 collective bargaining agreement.

II. About Us

MissionCIT provides EMS education, Fire Service Training, Entry & Promotional Testing, and Professional Services for public safety, focusing on the Fire Service. We augment a Fire Department's capabilities as a strategic partner.

Our elite promotional testing service and platform are consistent, fair, reliable, secure, and valid. MissionCIT has consistently delivered entry and promotional testing services to Connecticut Fire Departments, all of whom have signed up for or already received multiple tests with us.

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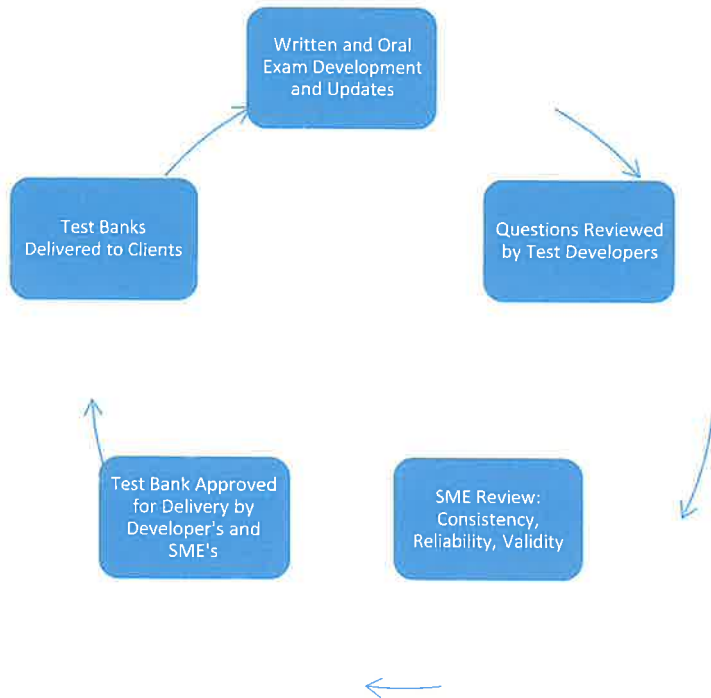
MissionCIT's technical platform incorporates the most advanced entry and promotional testing capabilities available for fire service testing. Combined with our test development and delivery expertise, we can provide secure, unbiased, content-rich tests that fairly assess the candidates' abilities per the exam objectives. In addition, our team has a proven track record, having conducted many fire service studies and created test banks that are internationally accredited.

III. MissionCIT Process and Technical Abilities

MissionCIT creates entry and promotional examination test banks aligning with requested reading lists. We produce written and oral examinations that must pass an exhaustive compliance review before being administered. We carefully craft our written and oral examination questions to target our client requests based precisely upon an established reading list, policies, and collective bargaining agreement. Our questions are created by expert test developers led by Dr. Jason Decremer.

Each question is crafted to assess a candidate's cognitive ability to retain and apply information in a series of simulated real-world scenarios. Once a test bank of questions has been created, it is reviewed by Dr. Decremer and his team of test developers. Each question is then reviewed by a separate panel of Subject Matter Experts (SMEs), ensuring consistency, reliability, and validity for each question. The panel of SMEs will discard any question that does not meet our strict acceptance criteria. The Flow Chart provided below graphically represents our process from the writing of questions through the delivery of exams.

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IV. Scope of Work

Technology Platform Tools and Capabilities

MissionCIT utilizes an advanced technology platform for test delivery specific to fire service entry and promotional testing needs. The platform and our scoring process assure secure, unbiased testing with immediate results available for the written multiple-choice questions. We securely test using MissionCIT-provided Laptops at any approved location within your jurisdiction. All candidates use the same make and model of laptop, which securely connects to the internet via wifi. MissionCIT will coordinate with Torrington IT staff before a test as required to ensure secure access.

MissionCIT Proctor (s) would be present to manage the process.

Note that the same technology may be used to allow a candidate to securely take an examination on their own PC or laptop, with remote proctoring, if the examination and local rules permit. It is just as secure as a physically proctored exam. And it allows candidates to take an exam at a different time for health, religious, or other circumstances that would otherwise disqualify the Candidate from sitting for the exam.

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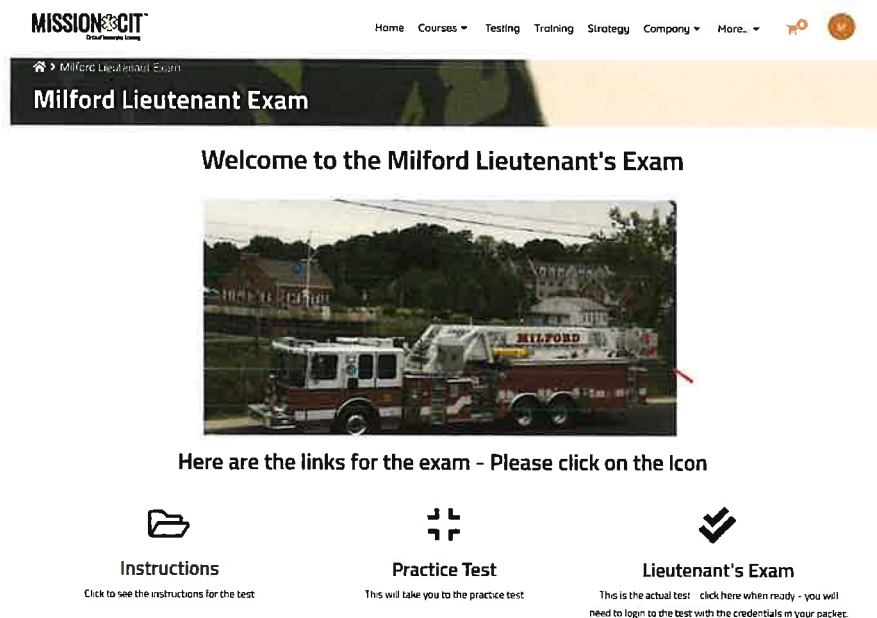
Written Examination

The written examination may include multiple-choice, multiple-response, matching-pairing, and drag-and-drop. The types of questions and format will conform with Torrington's requests and the CBA. All questions will be fresh and custom written to the Torrington-specified reading material.

A time limit is provided, and the Candidate has a clock on the screen to pace themselves with respect to the remaining time. A warning is given when less than five (5) minutes remain. The Candidate may skip questions and go back later to complete them. The Candidate may review all questions and add or change answers up until time runs out. The Candidate may complete the exam before time runs out and manually submit their answers anytime.

Written Examination Demo Tests and Instructions

MissionCIT provides a Demonstration Test for each Promotional Test available 5 business days prior to a specific promotional exam. It is a ten (10) question test that enables the candidate to become familiar and comfortable with the technology in advance of the test. The candidate is referred to a web page specific for that test – here is an example:




MISSIONCIT™
Digital Learning Solutions

Home Courses ▾ Testing Training Strategy Company ▾ More... ▾




Home > Milford Lieutenant Exam

Milford Lieutenant Exam

Welcome to the Milford Lieutenant's Exam



Here are the links for the exam - Please click on the Icon

		
Instructions	Practice Test	Lieutenant's Exam
<small>Click to see the instructions for the test</small>	<small>This will take you to the practice test</small>	<small>This is the actual test - click here when ready - you will need to login to the test with the credentials in your packet</small>

The instructions are for that specific test, created per our client's rules. A link to representative instructions for an LT test follows:

https://missioncit.com/wp-content/uploads/2023/04/221129_milford_lieutenant_sso_v01.pdf

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(copy this and paste it into a browser. Or go to: <https://missioncit.com/milford-lieutenant-exam/> and press instructions. The actual test is secured and requires a login.

Written Examination Scoring

The scoring is done per the pre-defined answer to each question. Unless otherwise requested, there is one correct answer per question. All questions are equally weighted as one point. The score is tabulated by the computer, so the results are available immediately

Communicating the results to the Candidate will follow Torrington's protocol for the specific exam.

Dispute Resolution – Written Exams

Upon request, the Candidate will be given virtual access to review their answers and mark a question as disputed with a reason for the dispute. If there is a dispute, we use an independent appeals panel of three subject matter experts for the disputed question(s) to re-score. Final scores will be available the next day. If there is a change, the new score is then adopted. The Candidate is informed of the outcome and why, regardless of the result. MissionCIT will conform to Torrington FD and CBA and local policies on challenges.

Oral Examination / Assessment Center

Oral examination questions will consist of multiple scenarios that a lieutenant in the Torrington Fire Department may need to address. The assessment will focus on a "day in the life" exam covering incident response and human resource management. Specific areas to assess candidates may be requested by Torrington Fire Department, and MissionCIT will add those requests to the assessment process.

The questions for the assessment can be delivered by human avatars via video using the same secure testing platform. The avatars deliver the questions exactly the same to each person, eliminating delivery bias. Onside proctors, proctored by MissionCIT, will score each Candidate based on a rubric that has been approved by the MissionCIT team of test developers and reviewers. Each assessment scenario will have a predetermined set of points. The total possible score for the assessment section will be set at 100 points. Torrington Fire Department or MissionCIT may bring in proctors per individual test rules and guidelines

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Oral Examination/Assessment Center Scoring

The scoring is to a predefined answer rubric. MissionCIT provides the questions and rubric to the Proctor Evaluators. Per the local rules, the panel can score independently (triple-blind) and then reconcile their answers as a panel or as a single result. That result assesses the Candidate's knowledge of relevant practices and policies.

If permitted by the local rules, the Candidate's responses are recorded and available to the proctors for playback if requested or questions arise. In addition, the Proctor's scoring discussion will be recorded and available for playback if permitted.

The transcript and video are available for the Candidate when presenting the scores.

Note: The final scoring methodology for all parts will be provided to and approved by the Torrington Fire Department at a minimum of 10 business days prior to starting the examination process.

Note that unless asked not to do so, we record each Candidate's oral response and the Oral Panel's deliberation for scoring. Hence, the process is fully transparent and easily reviewed if a dispute should arise.

Dispute Resolution – Oral Exams

If there is a dispute, the platform provides a process for appealing the marking. If this is required, we use an independent appeals panel of three subject matter experts for the disputed question to re-score. The new score is then adopted, which could be higher or lower than the original.

Final Consolidated Scoring

We then apply the Torrington-defined weighting of each part of the exam to provide the raw score. Finally, if applicable, we add the Torrington-defined seniority points to the weighted total to determine the final score.

A list of final scores is then tabulated and presented to the designated individuals. Each Candidate's results may be audited by Torrington and the Local Union. Results will be available online, with access given to Torrington designated personnel to review with each Candidate.

Printed copies of summary results may be requested. However, we recommend the written questions and answers remain online and not printed. An archive of the results will remain available for the period of time requested, usually until the next same exam is given – usually every two (2) years.

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Security notes:

- MissionCIT provides the testing laptops used for the written examination.
- If local PCs are used (in Torrington or at other designated locations), the testing platform secures each testing device prior to starting the test.
- The individual taking the test may be securely identified using biometrics, including facial recognition.
- The data is transmitted to and from each testing device is fully encrypted.
- The tests are stored in test banks in a secure repository.
- Actual exams are developed for each test's set of reading material and are unique to each customer.
- Each Candidate sees each question in random order. And individual test question answers are also randomized. So everyone gets the same test but in a completely different order.
- Along with on-site physical Proctor(s), there can be a remote proctor monitoring each exam. If a security violation is detected via the webcam, the Candidate's testing will be paused until the situation is resolved.
- There are no physical test booklets. Everything is done online. Backup for the network access is incorporated into the process to ensure the process is reliable in case of network or power failure.

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V. Proposed Project Team

Team Lead – Dr. Jason Decremer

Dr. Jason Decremer is the director of Certification for the Connecticut Commission on Fire Prevention and Control. He is responsible for over 40 levels of national certification testing for approximately 20,000 firefighters statewide. He manages a test bank containing over 10,000 questions ensuring that test items are consistent, reliable, and valid with National Fire Protection Association standards for the fire service. He has the unique profile to be an expert in a theoretical understanding of curriculum development and test item construction, holding a Master's degree in Curriculum and Test Design. He has consulted fire departments nationally and internationally on best practices and testing techniques. He is a regular committee member for IFSTA Publications and also a reviewer for Jones & Bartlett Publications, lending his expertise in instructor development and test design for several fire service publications. He has written articles for Firehouse Magazine and the National Volunteer Fire Council, including a webinar targeting the development of training and testing programs. Dr. Decremer has taught courses internationally and is an instructor for the International Association of Fire Chiefs. As a fire training program manager for the state of Connecticut, he developed and revised several national certification courses. He also is an adjunct professor at the University of New Haven and Goodwin University. Dr. Decremer earned his Ph.D. in Public Policy & Administration from Walden University.

Team Member – Chief Rob Clemons (Ret.)

Chief Rob Clemons has over 30 years of career experience and ten years of volunteer experience in fire and rescue services. He served as a Battalion Chief with the Prince William County Department of Fire and Rescue. He recently retired as Fire Chief of the City of Manassas Fire Department, a position he held for four years. He is an instructor for the International Association of Fire Chiefs and Fire Fighter Near-Miss Association. Chief Clemons has extensive experience with developing and administering promotional examinations serving on panels throughout the country. He also has expertise in strategic planning, recruitment and retention, and company officer development. He is a graduate of the International Public Safety Leadership Institute. He is a member of the International Association of Fire Chiefs, the Fire Department Safety Officers Association, and the Society for Human Resources Management.

Team Member – Battalion Chief Mark Waters

BC Mark Waters works for the City of New London Connecticut Fire Department and as a Program Planner with the Connecticut Fire Academy. He has been in the fire service for over 33 years and has served in Volunteer, Combination, and Career Fire Departments. He has been teaching for the Connecticut Fire Academy for the last 21 years and is currently responsible for the curriculum development and administration of all the Fire officer programs the academy offers, including Fire Officer I-IV, Incident Safety Officer, Health and Safety Officer, and all Strategy and Tactics programs. He has extensive experience in written and oral examination

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development, grant management, curriculum development, fire service planning, including strategic planning and program presentations. He has written several published articles for Fire Engineering magazine. He is a graduate of the National Fire Academy Executive Fire Officer Program and holds a Master of Science degree in Executive Fire Service Leadership from Grand Canyon University.

Team Member – Captain Peter Morotto

Peter Morotto currently serves as a Captain for the city of Bridgeport CT fire department and leads the MissionCIT Fire Service Training Practice. He has been in the fire service for 25 years and has had the privilege of serving on some of the busiest fire companies in the city. Captain Morotto has a passion for teaching and mentoring today's fire service; he serves as a recruiting coordinator for the CT fire academy and is an adjunct instructor for both the Fairfield and Wolcott fire schools while also owning and operating a very successful private fire training and consulting businesses. Captain Morotto has served on numerous oral examination panels for fire departments throughout Connecticut. He has extensive experience and expertise in oral examination development and administration.

VI. Examples of Previous Projects

Some of the testing projects MissionCIT has successfully delivered since 2022 include the following. Note all written tests are 100, 125, or 150 questions, and Oral Tests include either 6 Questions or an Assessment Center with 3 person Oral Board unless otherwise specified.

- Milford CT
 - Battalion Chief
 - Lieutenant
- Wilton CT
 - Deputy Fire Marshal Test
- Stratford CT
 - Fire Prevention Lieutenant
 - Assistant Chief
- South Burlington VT
 - Lieutenant Written only
- South District (Middletown) CT
 - Deputy Chief (with an assessment center)
 - Training Captain
 - Entry Exam
- Cromwell CT
 - Lieutenant
 - Assistant Chief of Operations
 - Assistant Chief of Training

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- Barkhamsted
 - Entry Exam
- Rhode Island Airport Corporation
 - Lieutenant
 - Captain
- Sandusky County OH
 - EMS Captain

We have upcoming tests scheduled in most of the above venues plus Hamden CT, Southington CT, Wilton CT, and Myrtle Beach, SC

VII. Testing Process

We will administer the entire testing process for the duration of this Contract as outlined in the CBA of Local 1567. Written exams for each level will consist of 100 multiple-choice questions from each position's designated reading list. Oral exams for each level will contain a minimum of six (6) questions.

Assessment centers are available for Chief level positions.

We will score the Written exams to count as 50% of the weighted total and oral exams will count as 50% of the weighted total. A minimum score of 70% on written exams is required to advance to an oral exam. MissionCIT will custom score the Torrington Exams per the agreed-upon process per Torrington and CBA rules, including up to 20 points for seniority.

A panel of three (3) professional career firefighters will be selected to serve on the panel for oral exams. The selected panel members will have at least one (1) rank higher than the position being tested and be residents of Connecticut but not closer than ten (10) miles from the City of Torrington.

We will provide a comprehensive grading rubric for the Oral Panel to score each applicant, which will be averaged among the panel members. A minimum score of 70% will be required for applicants to be considered when determining final scores. In addition, seniority points based upon years of service per Torrington & CBA standards will be incorporated. A final score will include the weighted averages of the written and oral exams and seniority points.

Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?

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MissionCIT: No

b. Have you ever defaulted on a contract? If so, where and why?

MissionCIT: No

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

MissionCIT: No

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

MissionCIT: No

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

MissionCIT: No

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

MissionCIT: No

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware

MissionCIT: No

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Scope of Work

I. Introduction

The City of Torrington is seeking services from independent companies to provide fire department promotional testing services. The successful bidder (hereinafter the "Provider") shall be an independent professional testing company. The Provider shall provide testing services for the creation of promotional lists for any or all of the following positions in the Torrington Fire Department:

The examinations should be designed for the following positions within the Torrington Fire Department:

- I. Battalion Chief
- II. Lieutenant
- III. Assistant Chief Training & Safety
- IV. Deputy Fire Marshal
- V. Assistant Chief of Fire Prevention and Investigation

The awarded Firm shall be prepared to implement a Lieutenant test as soon as possible, with a completion date of June 15, 2023, or earlier.

Promotional exams will include two components, a 100-question written test, and a separate oral exam.

All testing shall fully comply with the laws and regulations of the State of Connecticut, The City of Torrington, and the collective bargaining agreement (hereinafter the "CBA") with the International Association of Firefighters, Local 1567 (hereinafter the "Union")

MissionCIT Compliance:

- MissionCIT will provide both written and oral exams per the process defined for all five (5) levels and any additional levels requested by Torrington
- MissionCIT will be prepared and able to deliver a Lieutenant's test with final delivery on or before 15-June-2023.
- All testing performed by MissionCIT will include a 100 question written test and a separate oral examination, with the style and amount of questions (usually six) per mutual agreement for the fees herein.
- All testing performed by MissionCIT will comply with the laws and regulations of the State of Connecticut, The City of Torrington, the CBA and the Union.

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II. Scope of Services

1. Promotional Exam

The Provider shall be responsible for and/or assist City of Torrington, Board of Public Safety and the individual department to the extent necessary, in the preparation in part or in total of the following portions of the promotional testing for each position:

Promotional Exam

- a.) Process planning and implementation.
- b.) Written exam development, administration and scoring.
- c.) Oral exam, development administration, and scoring.
- d.) Final score tabulation

The following is an estimate of the number of exams that may need to be created and administered by the Provider.

<i>Rank Tested For</i>	<i>Minimum Number of candidates</i>	<i>Maximum Number of Candidates</i>
<i>Battalion Chief</i>	<i>4</i>	<i>12</i>
<i>Lieutenant</i>	<i>15</i>	<i>30</i>
<i>Assistant Chief of Training</i>	<i>2</i>	<i>20</i>
<i>Deputy Fire Marshal</i>	<i>2</i>	<i>20</i>
<i>Assistant Chief of Fire Prevention and Investigation</i>	<i>2</i>	<i>10</i>

MissionCIT: As described in the Statement of Qualification, MissionCIT's process and pricing meet or exceed the requested steps and include the number of candidates in the above table.

2. Compliance with Laws

Each firm shall at all times, observe and fully comply with all laws, ordinances and regulation of the Federal, State of Connecticut, local governments, The City of Torrington, and the collective bargaining agreement (hereinafter the "CBA") with the International Association of Firefighters, Local 1567 (hereinafter the "Union").

MissionCIT: MissionCIT will fully comply as requested.

3. Miscellaneous

Respondent should submit as part of their proposal a copy of their standard terms and conditions of the Contract.

MissionCIT: Attached in the **Appendix D**

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4. Insurance Requirements

Certificate of Insurance: All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

MissionCIT: Will provide such certificate at the time of agreement. MissionCIT current insurance covers all requirements.

5. Non-Discrimination

The respondent agrees and warrants that in the performance of the Contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

MissionCIT: MissionCIT warrants its compliance with the Non-discrimination statement above.

6. Indemnification

To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the City and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Firm's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Firm, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Firm to perform or furnish services, or anyone for whose acts the Firm may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. As to any and all claims against the City or any of its consultants, agents or employees by any employee of Firm, by any person or organization directly or indirectly employed by Firm to perform or furnish any of the work, or by anyone for whose acts Firm may be liable, the

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indemnification obligation under this section shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Firm under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

MissionCIT: MissionCIT agrees to indemnify the City of Torrington per the above statement.

7. Federal Procurement

Any procurement made pursuant to a federal award or subject to reimbursement, in whole or in part, with federal funds must comply with the City of Torrington's purchasing procedures, State law and the applicable Federal Procurement Requirements, including 2 CFR § 200.322 ("Procurement of recovered materials"), 2 CFR § 200.323 ("Contract cost and price"), 2 CFR § 200.324 ("Federal awarding agency or pass-through entity review"), 2 CFR § 200.325 ("Bonding requirements"), and 2 CFR § 200.326 ("Contract provisions"). In the event of any conflict between Town, State, or federal requirements, the most stringent requirements must be used (See 2 CFR § 200.318.) City employees must comply with funding agency requests for review of technical specifications or procurement documents as provided in 2 CFR § 200.324.

MissionCIT: MissionCIT will comply as requested.

III. Exam Components

1. Written Exam

- a) The written exam shall be 100 questions for each individual rank.
- b) Testing company shall provide questions from the customer's established reading list, including questions from Torrington Fire Department Polices and Collective Bargaining Agreement.
- c) Test shall be corrected on site immediately after all candidates are finished, or as quickly as practicable.
- d) The Personnel Department may proctor the written examination under the direction and guidance of the selected firm.
- e) There shall be a written process spelled out for the challenging process

MissionCIT: As documented in the Statement of Qualifications, MissionCIT agrees and complies with all requested content and delivery as follows:

- Written Exams will be 100 questions specific to the reading material and questions per book or SOP|SOG.
- All questions will be freshly written from Torrington's established reading lists, SOP | SOGs and CBA
- Test scores are available immediately after all candidates are finished as tests are delivered via computer and the scores are immediately tabulated.
- The Personnel Department may Proctor the exam as requested.
- The Written Challenge Process is present, standard, and as described in the Statement of Qualifications

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2. Oral Exam

The provider shall provide an oral exam for each position. The oral examination shall include the following:

- (1) A minimum of six (6) question oral examination based on the specific position being tested.
- (2) The provider shall coordinate the evaluators for the oral board. Each evaluator shall be a minimum of a rank above the tested position. The City will assist in identifying qualified evaluators.
- (3) The provider may be asked to video record the oral examination so candidates can review.

MissionCIT: As documented in the Statement of Qualifications, MissionCIT agrees and complies with all requested content and delivery as follows:

- A minimum six (6) question oral examination with a scoring rubric will be written and delivered to comply with the qualifications sought for each position
- MissionCIT will coordinate and propose the evaluators for the Oral Board. We have a robust team of CT-based proctors to select from. We will coordinate with the City for each test.
- MissionCIT's standard process is to video both the Candidate's responses and subsequent Oral Board deliberation for complete transparency of the process and to assist with any disputes.

IV. Testing Process per collective bargaining agreement

3) Testing Process

a) The promotional testing process is outlined in the CBA with the Union (IAFF 1567). The process goes as follows:

- i) Written exam counts as 50% of the weighted score.
- ii) Oral exam counts as 50% of the weighted score.
- iii) Candidates for promotion who successfully passed the written examination with a minimum passing grade of seventy percent (70%) shall advance to an oral examination.
- iv) The oral examination shall have a panel of three (3) professional career fire fighters who shall be selected from department's no closer than ten (10) miles of the City of Torrington city line. Chosen panel shall be at least one (1) rank higher than the position being tested and shall be residents of the State of Connecticut, but shall not reside closer than ten (10) miles of the city line of Torrington. The Torrington Fire Department will obtain the panel members. Any costs for meals or refreshments for panelists will be the responsibility of the City of Torrington.
- v) Said panel shall score each applicant with a numerical score, which will be averaged amongst the panel members, however, if a panel member recognizes an applicant, said panel member shall disqualify himself and the remaining member's scores shall be averaged. Only averaged oral scores of seventy percent (70%) or more shall be considered in determining the final score for any candidate.
- vi) In addition to the written and oral examinations, the final score for any candidate shall have added to it up to twenty (20) points, determined by seniority in the following manner. One (1) point will be awarded for each full year of service, starting with the sixth (6th) full year of service as a fire fighter, to a maximum of twenty (20) points after completion of twenty-five (25) years of service in the Department

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- vii) The final score shall then be determined as follows: 1. The written examination shall be given a weight of fifty percent (50%) of the final score, 2. The oral examination shall be given a weight of fifty percent (50%) of the final score; and 3. The seniority points shall be added to the weighted total of the written and oral scores

MissionCIT: As documented in the Statement of Qualifications, MissionCIT agrees and complies with all requested content and delivery as follows:

- Written exam will be counted as 50% of the score
- Oral exam will be counted as 50% of the score
- A minimum passing grade of 70% is required to advance to the Oral examination
- The Oral Board shall consist of three (3) professional career firefighters from departments at least 10 miles away, and at least one (1) rank higher than the position being tested for
- Oral Board scores shall be numerical and comply with the minimum 70% attainment to be considered in the final score.
- In addition to the final score, seniority points up to 20 shall be added per local rules.
- The final score will be determined and weighted as in (vii) above

V. Promotional Testing

1. The Written test shall consist of 100 multiple-choice questions from the designated reading list for each position, (attached):

MissionCIT: As documented in the Statement of Qualifications, MissionCIT agrees and complies with all requested content creation and delivery requirements per the designated reading lists for each position. All questions shall be fresh for each exam.

VI. Reading Material

MissionCIT: MissionCIT has reviewed all the reading materials for each position.

- MissionCIT already has or will acquire each book or publication per the list and write the agreed-upon questions per book/publication.
- MissionCIT will source the then-current CBA and Torrington FD SOPs and SOGs from Torrington at least 90 days prior to the test date.

Termination

MissionCIT: MissionCIT has read and agrees to the terms as qualified hereto. In the event of Termination requests the following language be included in the agreement: *"MissionCIT shall be liable only for fees paid to MissionCIT for any services under the agreement that were found to not meet the RFP specifications or MissionCIT attestations in this RFP response. MissionCIT shall not be liable for consequential damages or 3rd party costs, and disclaims any liability beyond fees paid under this agreement."*

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III. General Conditions

A. General Conditions

The Respondent's submittal shall

- include one (1) original and six (6) exact copies
- and shall be delivered to the Purchasing Department, 140 Main Street, Room 206, Torrington, CT 06790 during normal office hours by no later than 11:00 AM on April 14, 2023. Submittals received after this date and time will not be accepted.
- Submitted sealed envelopes should be clearly marked: RFQ/RFP # FPT022-041423, FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES."
- A fee proposal for all ranks, including a Lieutenant promotional process that needs to be completed before June 15, 2023 shall be included in a separate sealed envelope.
- Firms mailing proposals should allow normal delivery time to ensure timely receipt of their proposals. In the case where City Hall is closed for weather-related or some other emergency related circumstance, then submittals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. No fax or e-mail Proposals will be accepted

MissionCIT Compliance:

- MissionCIT has complied exactly with the above requirements.

B. Submittal Requirements

In your submittal, the City is requesting the following:

1. A cover letter signed by the primary firm, binding the firm to all of the commitments made in the proposal. This shall include the prime consultant contact information and all sub-consultants. Note: the City will contract with the primary consultant/firm of the team and all others will be considered sub-consultants under the executed agreement.
2. The services required by the City are categorized into positional promotional processes, work practice groups as listed in Section 3 – Scope of Work herein. Firms must clearly specify in their proposal, the positional promotional processes for the services they propose to provide.
3. Statement of Qualifications (SOQ) should be a narrative proposal that best represents your firm's qualifications to perform the promotional processes for one or more of the positions. SOQ's should include the proposed project team, technical abilities, examples of previous projects, three (3) project references, and any other information that you consider important.
4. Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ/RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the

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person signing the proposal. Proposals should not include any plastic covers, binders, or other non-recyclable materials.

5. The sealed fee proposal shall be enclosed separately from the proposal for all ranks, including a Lieutenant promotional process that needs to be completed before June 15, 2023 in a sealed envelope.
6. All proposals in response to this RFQ/RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining Freedom of Information and privacy and all rules, regulations and interpretations resulting from those laws.
7. Required Forms
 - a. Non-Collusion Affidavit, Appendix A, B, C, E and any additional forms the City may require

MissionCIT Compliance:

- MissionCIT has complied exactly with the above requirements.

IV. Appendices Included

Appendix A	Sealed Bid
Appendix B	Non-Collusion Affidavit
Appendix C	Acceptance of Terms
Appendix D	Sample Agreement from MissionCIT
Appendix E	References
Addendum 1	Signed acknowledgment

**APPENDIX A
CITY OF TORRINGTON
REQUEST FOR QUALIFICATIONS/PROPOSAL
FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES
RFQ/RFP #FPT-022-041423
FEE PROPOSAL**

Has been SUBMITTED per instructions ON COMPANY LETTERHEAD IN A SEPARATE SEALED ENVELOPE

My proposal to provide Fire Department Promotional Testing Services are as follows:

Battalion Chief:

- Min # of candidates 4 Max # of candidates 12 bid – price omitted

Lieutenant:

- Min # of candidates 15 Max # of candidates 30 bid – price omitted
- This test will be delivered and completed by 15-June-2023

Assistant Chief of Training:

- Min # of candidates 2 Max # of candidates 20 bid – price omitted

Deputy Fire Marshal:

- Min # of candidates 2 Max # of candidates 20 bid – price omitted

Assistant Chief of Fire Prevention and Investigation:

- Min # of candidates 2 Max # of candidates 10 bid – price omitted

Firm Name: **MISSIONCIT™ LLC**
Address: City, State, ZIP: 15 N. Main Street, Suite 100, West Hartford CT 06107

Signature: _____
Name Printed: Warren J. Fisher
Title: CEO | Member
Telephone: 203-649-5090 Office | 917-362-1111 Cell
Date: April 12, 2023
Federal Tax Identification Number: (FEIN) 85-1655937

MISSIONCIT, LLC

15 N. Main Street, Suite 100
West Hartford, CT 06107

info@missioncit.com | +1 203-649-5090 | www.missioncit.com

Bid # RFQ FPT-022-041423
NON-COLLUSION AFFIDAVIT

STATE OF CT COUNTY OF Hartford

I, Warren Fisher, being first duly sworn, deposes and says that:

1. I am Warren J. Fisher of MissionCIT, LLC, the bidder that has submitted the attached request for proposal for RFQ FPT-022-041423 FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES.
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Printed) Warren J Fisher

(Signed) [Signature]

(Title) CEO / Member

Subscribed and sworn to before this 13th day of April, 20 23.

Akaninyene McPherson
Notary Public Printed

[Signature]
Notary Public Signature

My commission expires 03/31/2024




MISSIONCIT, LLC

15 N. Main Street, Suite 100 | West Hartford, CT 06107
info@missioncit.com | +1 203-649-5090 | www.missioncit.com

APPENDIX C

**CITY OF TORRINGTON
REQUEST FOR QUALIFICATIONS/PROPOSAL
FIRE DEPARTMENT PROMOTIONAL TESTING SERVICE
RFQ/RFP # FPT-022-041423
Acceptance of Terms of this Agreement**

Name of Proposer: **MISSIONCIT™ LLC**
Contact Person: Jason Decremer
Address: 15 N. Main Street, Suite 100
City/State/Zip: West Hartford, CT 06107
Telephone: 203-649-5090 office | 917-362-1111 cell Fax: n/a
E-mail: info@missioncit.com | jdecremer@missioncit.com

Authorized Signature  Title: CEO | Member
Name Printed: Warren J. Fisher Date: 12-April-2023
Federal Tax Identification Number: (FEIN) **85-1655937**

It is agreed by the above-signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.



CITY OF TORRINGTON

Addendum # 1

**ADDENDUM 1 HAS BEEN ISSUED REGARDING QUESTIONS SUBMITTED/ANSWERS
PROVIDED REGARDING THE FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES**

RFP #FPT-022-041423 FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES

Bid opening: April 14, 2023 Time: 11:00 AM Location: City Hall, 140 Main St., Rm. 206, Torrington, CT

Submit signed addenda with bid.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Dated in Torrington: March 29, 2023

Purchasing Agent _____
Pennie Zucco

Contact Person: Jason Decremer Ph.d.

Authorized Representative: Warren J. Fisher | Title: CEO | Member Date: 12-April-2023

Authorized Signature

A handwritten signature in black ink, appearing to be "WJ Fisher", written over a horizontal line.

Telephone: 203-649-5090 office | 203-232-6035 cell Fax: n/a

Company Name: **MISSIONCIT™ LLC**

Address: 15 N. Main Street, Suite 100

City/State/Zip: West Hartford, CT 06107

Fax: n/a

E-mail: info@missioncit.com | jdecremer@missioncit.com | wfisher@missioncit.com

Federal Tax Identification Number: (FEIN) **85-1655937**

MISSIONCIT, LLC

15 N. Main Street, Suite 100

West Hartford, CT 06107

info@missioncit.com | +1 203-649-5090 | www.missioncit.com

QUESTIONS SUBMITTED AND ANSWERED:

Q1) Is each written exam expected to be given on a separate day or time?

A1) Yes, candidates may be eligible to take multiple exams.

Q2) Are there firefighters that will be taking more than one of the exams?

A2) Yes, candidates may be eligible to take multiple exams

Q3) Who pays for the qualified evaluators?

A3) City

Q4) If the vendor pays, do you have the going rate?

A4) N/A

Q5) It says the City will assist in finding qualified evaluators, however, the CBA says the "Fire Department will obtain the panel members". How will this work?

A5) The "City" and "Fire Department" are one in the same.

Q6) When you are trying to quote a price for testing (more the oral board part) and the numbers for some positions range from 2-20 it is very difficult. Will the city except bids in ranges based on the number of candidates, tiered pricing, i.e., 2-6, 7-12?

A6) Yes, ranges will be accepted

Q7) "The Personnel Department may proctor the written examination under the direction and guidance of the selected firm." Does this mean the selected firm could provide the written exams to the city and the Personnel

Department would proctor them in their absence? Does the city prefer to proctor the exams

A7) The Testing Company (Vendor) will proctor the exams. A representative may be present during examination for Human Resource purposes.

Q8) On page 3, number 7 – it lists the Required Forms. Unfortunately, we are unable to locate the Non-Collusion Affidavit.

A8) see attached sample of Non-Collusion Affidavit

**Appendix D for RFQ/RFP # FPT022-041423,
FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES.”**

MissionCIT, LLC



Agreement Sample

For

**Torrington Fire Department Promotional
Examination**



1. Fee Schedule and billing

MissionCIT™ will create a promotional examination for the Torrington Fire Department (TFD) based on the reading material provided by the Torrington Fire Department.

MissionCIT will provide computer laptops for testing and an onsite proctor at the assigned date/location of the promotional examination.

MissionCIT will release the final score results to the designated person(s) for the City of Torrington.

The cost for the service under the terms of this Agreement is _____. This fee includes:

- Creation and delivery of a Lieutenant's examination per the designated reading material.
- Inclusion of a Captain's written examination using the same material and delivered concurrently with the Lieutenant's examination.
- Travel to Torrington for the designated proctor(s).
- Optionally, create up to six (6) Oral Questions, including the scoring rubric. MissionCIT will create the questions and remotely instruct the local proctors on the oral process for an additional fee of \$500.
 - Note: If the Oral Exam is later that same day or the next day of the written examination date, MissionCIT will remain on site to supervise. Additional travel, if requested, is not included.

Upon acceptance of this Agreement, MissionCIT will begin creating the examination.

Invoices are due net 15 days from the billing date.

2. Agreement

This Agreement is between the City of Torrington, located at 140 Main Street, Room 206, Torrington, CT 06790 (TFD), and MissionCIT, 15 N. Main Street, Suite 100, West Hartford, CT 06107 (MCIT), a Connecticut Limited Liability Corporation.

Contacts

TFD: tbd
Title/Function: tbd
Address: 140 Main Street, Room 206, Torrington, CT 06790
Phone: tbd
Email: tbd
Website: tbd

MCIT: Jason Decremer
Title/Function: Founder | Testing & Strategic Service Practice
Address: 15 N. Main Street, Suite 100, West Hartford, CT 06107
Phone: +1 203.649.5090
Cell: +1 203.232.6035
Website: www.missioncit.com
Email: jdecremer@missioncit.com; info@missioncit.com

4. Deliverables | Project Tasks

1. The question base shall include:
 - a. tbd
2. Work with TFD to determine the test date and test location.
3. Deliver the test to TFD.
4. MCIT will provide an onsite proctor to administer and deliver the exam.
5. MCIT will release the final scoring to the TFD-designated official.

6. Terms and Conditions:

In consideration of the mutual covenants, representations, warranties, and agreements set forth below, the parties hereto agree as follows:

Whereas:

- The service will be delivered to TFD as described in Section 3 – Deliverables. The pricing for the services(s) is set forth in Section 1 – Fee Schedule
- MCIT offers to provide the services under this Agreement. This Agreement shall become binding on the parties upon receipt of a mutually agreed upon copy of this Agreement signed by an authorized representative of both parties.
- All prices exclude applicable taxes.
- Any direct travel expenses that may be applicable will be mutually agreed upon in advance and then charged as evidenced by related receipts.

1. Billing Fees and Payment

TFD will provide an acceptable method of payment; credit card, check, or electronic transfer. Unless otherwise mutually agreed in writing, all invoices are due net 15 days from the invoice date.

2. Change Control

Should there be any changes outside the reasonable scope of this project, a formal change order process will be instituted. Prior to any actual changes to the project, the designated MCIT and TFD contacts will discuss:

- Description of change
- Whether the scope change is considered out of scope
- The effort to make the change
- A discussion as to whether the change is chargeable. The change in scope will be clearly documented within a change control document and authorized by MCIT and the TFD.
- Any changes to the project scope will require a mutually agreed upon written change order specifying the changes to the Agreement.

3. Deliverables Acceptance

Shall TFD request to review the exam prior to delivery, upon receipt of the exam, TFD shall have ten (10) business days to review the exam to verify that such exam conforms to Section 3 – Deliverables.

If TFD rejects the exam, TFD shall specify in writing its grounds for such rejection specifying as to how the exam fails to conform to Section 3 - Deliverables, and MCIT shall correct as specified by TFD.

If TFD does not provide rejection notice before the end of such ten (10) day acceptance period, then such exam shall be deemed accepted.

4. TFD Requirements and Acceptance Criteria

The following list summarizes expectations and TFD requirements for the project. The ability to deploy the project in accordance with this Agreement is predicated on the TFD's understanding of this scope and the ability to complete all setup and implementation tasks.

- It is TFD's responsibility to meet mutually agreed-upon project dates to ensure timely delivery.
- TFD is responsible for providing appropriate contact resources and access to mutually agreed staff and testing location.
- TFD is responsible for paying MCIT per the terms set forth in Section 4 – Terms and Conditions.

5. Confidentiality

5.1 Definition of Confidential Information.

"Confidential Information" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the Information and the circumstances of disclosure. Confidential Information includes Data; Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement to any third party other than its legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its legal counsel or accountants will remain responsible for such legal counsel's or accountant's compliance with this "Confidentiality" paragraph.

Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure or otherwise seek a protective order or other means to preserve the confidentiality of such Confidential Information. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6. Indemnification by MCIT:

MCIT shall defend, indemnify, and hold harmless TFD from and against any third-party claim alleging losses, damages, liabilities, and expenses (including reasonable attorneys' fees) incurred by TFD arising from actual or alleged infringement of said third party's United States patent, copyright, trademark, trade secret or other intellectual property or proprietary right. TFD shall promptly notify MCIT of any such claim, and MCIT shall be permitted the exclusive control of the defense of such claim. MCIT foregoing indemnification obligation shall not apply to the extent that the third party claim or suit is caused by or results from (a) any alteration, maintenance or modification of a Product by TFD without the prior written approval of an authorized representative of MCIT; (b) failure by TFD to maintain specified operating conditions or to follow proper operating procedures or instructions; or (c) use of the Product in combination with any products not provided by MCIT or otherwise in violation of this Agreement or in a manner or for an application other than for which it was designed; or (d) TFD's failure to use any modifications or enhancements made available by MCIT (collectively, the "Other Claims"). Further, if any Product becomes or is determined by

MCIT to be likely to become the subject of a suit or claim of infringement, MCIT shall have the right to revoke TFD's right to use such Product and to cancel all existing purchase orders for such Products and if possible, replace with a non-infringing product. **THE PARTIES AGREE THAT THIS PARAGRAPH STATES THE ENTIRE LIABILITY AND THE EXCLUSIVE REMEDY OF THE PARTIES WITH RESPECT TO THE INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PRODUCT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT.**

7. Representations, Warranties, Exclusive Remedies, and Disclaimers

7.1 Representations.

MCIT represents and warrants to TFD that it has the full right and authority to enter into and perform its obligations under this Agreement. MCIT shall:

- a) Make available to TFD technical information and training with regard to its services. Training shall be available per mutual Agreement if not otherwise specified in the SOW.
- b) Provide stated services as defined in this Agreement

7.2 Warranties.

MCIT warrants that (a) this Agreement will accurately describe the applicable administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Data, (b) MCIT will not materially decrease the overall security of the Services, and (c) will not materially decrease the overall functionality of the Services. For any breach of a warranty above, the exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

7.3 Disclaimers.

MCIT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO TFD WITH RESPECT TO THIS AGREEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARAGRAPH. WITHOUT LIMITING THE FOREGOING, MCIT SPECIFICALLY DISCLAIMS ANY NON-INFRINGEMENT WARRANTY AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

MCIT MAXIMUM AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF OR UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY, INFRINGEMENT, OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE PRICE ACTUALLY PAID BY TFD TO MCIT FOR THE AFFECTED PRODUCTS AND SERVICES HEREUNDER. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL MCIT BE LIABLE TO TFD OR ANY THIRD PARTY FOR (A) ANY LOSS OR DAMAGE CAUSED BY OR ARISING

OUT OF ANY DELAY IN FURNISHING THE PRODUCTS OR SERVICES UNDER THIS AGREEMENT OR ANY ACT THAT IS NOT INTENTIONAL OR RECKLESS IN NATURE, OR (B) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF PROFITS, REVENUE OR USE OR LOSS OR INACCURACY OF DATA), REGARDLESS OF WHETHER MCIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Term

This Agreement shall become effective on the Effective Date and, unless terminated sooner in accordance with this Agreement, shall continue for six (6) months after the date of project acceptance. Thereafter, upon mutual Agreement, this Agreement may be renewed for successive six (6) month terms.

10. Termination

- a. For purposes of this Agreement, a party shall be in default if it materially breaches a term of this Agreement and such breach continues for a period of thirty (30) days after the other party has been notified in writing of the breach or if it shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors. Upon the occurrence of a default event, the non-defaulting party may immediately terminate this Agreement by giving written notice to the defaulting party. The rights and remedies provided to the parties in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or by law or in equity.
- b. In addition, either party may terminate this Agreement, with or without cause, by giving 30 days' written notice to the other party. In the event of any termination or the expiration of this Agreement, (i) the provisions of this Agreement shall continue to apply to all purchase orders accepted by MCIT prior to the effective date of such termination or expiration and (ii) MCIT agrees to continue to provide technical support, technical updates, recall notices, software patches and any other technical materials needed to support the agreement work-product for a period of one (1) year from the date of delivery by MCIT of such work-product to TFD.
- c. The termination or expiration of this Agreement shall not limit any rights or remedies of the non-defaulting party or relieve or release either party from making payments that may be owing to the other party under the terms of this Agreement.
- d. Data Portability and Deletion. Upon written request made within 90 days after the effective date of termination or expiration of this Agreement, MCIT will make any Data

available for export or download. After such a 90-day period, MCIT will have no obligation to maintain or provide any Data and will thereafter delete or destroy all copies of any TFD Data in MCIT systems or possession or control, unless prohibited by law.

- e. Refund or Payment upon Termination. If this Agreement is terminated by MCIT in accordance with this section (Termination), any prepaid fees will be refunded, which apply to the remainder of the term after the effective date of termination. If this Agreement is terminated by the TFD in accordance with this paragraph, the TFD must pay any unpaid fees covering the remainder of the term. In no event will termination relieve the obligation to pay any fees payable to MCIT for the period prior to the effective date of termination.

11. Surviving Provisions.

The Paragraphs titled "Billing Fees and Payments," "Confidentiality," "Disclaimers," "Limitation of Liability," "Refund or Payment upon Termination," "Data Portability and Deletion," "Indemnification" will survive any termination or expiration of this Agreement.

12. Other Terms:

- a) This Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflict of law principles. TFD consents to the exclusive jurisdiction and venue of the state and federal courts located in Hartford County, State of Connecticut, USA. The Parties shall seek a mutually agreeable mediation as a first effort to resolve a dispute. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.
- b) All notices hereunder shall be in writing and shall be given by delivery in person, by facsimile or e-mail (with proof of proper transmittal and receipt) or by certified or registered mail, postage prepaid, return receipt requested, addressed to the representative executing this Agreement on the other Party's behalf and its general counsel at the address set forth above.
- c) No waiver of any right under this Agreement shall be valid or enforceable unless in writing signed by the granting Party, and any such waiver granted shall be valid only for a given instance.
- d) The provisions of this Agreement are intended to be severable, and if any provision is held to be unenforceable under any rule of law, the other provisions shall remain in force and shall not be affected thereby.
- e) Neither Party shall assign any rights or obligations hereunder without 30 days' notice and the express written consent of the other Party, and any attempt to do so in contravention of this provision shall be void.
- f) This Agreement may be amended only by a writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereunto have agreed to this Agreement as of the effective date.

MCIT

TFD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX E
STATEMENT OF REFERENCES
FIRE DEPARTMENT PROMOTIONAL TESTING SERVICE
RFQ/RFP # FPT-022-041423

Name of Proposer: **MISSIONCIT™ LLC**

The Provider shall list at least three (3) current references with needs similar to the City for whom the Provider has provided comparable services. Please include company name, address, phone, email, year(s) employed by referenced firms, contact person, and type of work you performed for that entity. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications

Reference #1

Company Name/Municipality: Milford CT Fire Department
Contact Individual: Chief Anthony Fabrizi
Phone/Email: 203-726-0840 | afabrizi@milfordct.gov
Address: 72 New Haven Ave, Milford CT 06460
Type of work & date Performed: Lieutenant's Exam 10-Oct-2022 | Battalion Chief's Exam 30-Jun-2022 | Upcoming 2023 Exams: LT & BC

Reference #2

Company Name/Municipality: Stratford Fire Department
Contact Individual: Chief Jermaine Atkinson
Phone/Email: 203-385-4070 | jatkinson@townofstratford.com
Address: 2750 Main St., Stratford CT 06615
Type of work & date Performed: Lieutenant's Exam 23-Aug-2022 | Assistant Chief's Exam 14-Dec-2022 | Upcoming Exams – 2 dates TBD

Reference #3

Company Name/Municipality: South Fire District
Contact Individual: Chief James Trzaski
Phone/Email: 203-347-6661 | jamestrzaski@southfiredistrict.com
Address: 445 Randolph Road, Middletown CT
Type of work & date Performed: Deputy Chief Exam 1-Dec-2022 | Training Captain Exam 9-Mar-2023 | Upcoming Exams – 3 – dates TBD

Reference #4

Company Name/Municipality: Cromwell
Contact Individual: (Acting) Chief Jason Brade
Phone/Email: (860) 635-6155 | jbrade@cromwellfd.com
Address: 82 Court Street Cromwell CT 06416
Type of work & date Performed: Assistant Chief of Operations 7-Feb-2023 | Assistant Chief of Training 8-Feb-2023 | Lieutenants Exam | 14-Sep-2022

Reference #5

Company Name/Municipality: Wilton Fire Department
Contact Individual: Chief James Blanchfield
Phone/Email: 203-834-6246 | jim.blanchfield@wiltonct.org
Address: 236 Danbury Road, Wilton CT 06897
Type of work & date Performed: Deputy Fire Marshal Exam 15-Aug-2022

**APPENDIX A
CITY OF TORRINGTON
REQUEST FOR QUALIFICATIONS/PROPOSAL
FIRE DEPARTMENT PROMOTIONAL TESTING SERVICES
RFQ/RFP #FPT-022-041423
FEE PROPOSAL**

TO BE SUBMITTED ON COMPANY LETTERHEAD IN A SEPARATE SEALED ENVELOPE

My proposal to provide Fire Department Promotional Testing Services are as follows:

Battalion Chief:

- Min # of candidates 4 Max # of candidates 12 \$4,500.00

Lieutenant:

- Min # of candidates 15 Max # of candidates 30 \$4,500.00
- This test will be delivered and completed by 15-June-2023

Assistant Chief of Training:

- Min # of candidates 2 Max # of candidates 20 \$4,500.00


Deputy Fire Marshal:

- Min # of candidates 2 Max # of candidates 20 \$4,500.00

Assistant Chief of Fire Prevention and Investigation:

- Min # of candidates 2 Max # of candidates 10 \$4,500.00

Firm Name: **MISSIONCIT™ LLC**
Address: City, State, ZIP: 15 N. Main Street, Suite 100, West Hartford CT 06107

Signature: 
Name Printed: Warren J. Fisher
Title: CEO | Member
Telephone: 203-649-5090 Office | 917-362-1111 Cell
Date: April 12, 2023
Federal Tax Identification Number: (FEIN) 85-1655937



**Torrington Fire Department
City of Torrington**

Eric Borden
Chief Fire Services

David A. Tripp, Jr.
Deputy Chief Operations

Robert J. Shoppey III
Training/Safety Division

Edward Bascetta
Fire Prevention/Investigation Division



To: Pennie Zucco, Purchasing Agent

5/3/2023

From: Eric Borden, Fire Chief

RE: RFP Recommendation

Pennie,

I reviewed the RFPs for the promotional exams and received correspondence from DC Tripp. I would like to recommend for approval, Mission CIT to be awarded the Fire Department's next promotional contract to begin ASAP. We would like to add this to the agenda for next Monday's meeting of BOS and City Council. The Mayor has approved us to move forward and add to the agenda if you approve.

Thank you for your swift action on this matter.

Eric Borden
Fire Chief



**Torrington Fire Department
City of Torrington**

Eric Borden
Chief Fire Services

David A. Tripp, Jr.
Deputy Chief Operations

Robert J. Shopey III
Training/Safety Division

Edward Bascetta
Fire Prevention/Investigation Division



5/2/2023

Chief Borden,

After reviewing and ranking the returns for the Promotional RFPs, I then looked at the sealed bids. It is my recommendation that we award Mission CIT the next promotional contract. My ranking from number 1 through 4:

1. Mission CIT
2. RMA
3. IFCA
4. FSTC

I am familiar with these companies as they have submitted in the past. RMA has been the Department's award winner in the past and has done a good job. Mission CIT brings new technology and processes. It is a clean fair exam and other Connecticut departments have used them. Some departments have changed from doing business with RMA to Mission CIT. I have spoken with some of those Fire Chiefs and asked for their opinions in the process. They are happy with Mission CIT and the process they bring. Other reasons I favor Mission CIT over RMA:

- They use updated technology for their testing process
- They are a Connecticut company
- Union displeasure with the RMA process in the past
- New Fire Chief, fresh start with a new company
- Mission CIT is the least expensive of the four bids

I believe any of the four companies that have submitted proposals would be acceptable. RMA would be the next choice at ~\$3000 more per rank and test. I have assisted other departments as a panelist that used RMA for their process. I feel the other two proposals were not presented well, not local, and have no references in the northeast.

DC Tripp



City of Torrington

Bid Name Fire Department Promotional Testing Bid Number FPT-022-041423

Date of Opening April 14, 2023 Time of Opening 11:00am

VENDOR	BID BOND	NON-COLLUSION	BID AMOUNT	ADDENDUM
IFCA 880 Kromway Rd Lemont, IL 60439		✓		
Resource Management Assoc. 17780 S Oak Park Ave Tinley Park, IL 60477		✓		✓
Mission CT, LLC 15 N. Main Street Suite 100 West Hartford, CT 06107		✓		✓
Fire Service Testing Co. 1312 Apollo Beach Blvd Suite B Apollo Beach, FL 33512		✓		✓