



Sheriff Christopher D. Connelly
Chairman

State of New Hampshire

POLICE STANDARDS & TRAINING COUNCIL

Arthur D. Kehas
Law Enforcement Training Facility & Campus
17 Institute Drive, Concord, N.H. 03301-7413
603-271-2133 – Fax: 603-271-1785
TDD Access: Relay NH 1-800-735-2964



John V. Scippa
Director

166

June 11, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a contract with Stanard & Associates, Inc. – Chicago, IL (Vendor Code 499125) in the amount of \$88,000 to provide Job Task and Fitness Analysis services to NHPSTC effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funding is available in account, Administration and Standards:

	<u>FY 2024</u>
06-87-87-870510-89800000-046-500464 - Consultants	\$88,000

EXPLANATION

NHPSTC provides mandated basic and in-service training to state, county, and local police officers, state correctional officers and probation/parole officers. Among its functions, the council operates the basic law enforcement training program which all state, county and local police officers must attend and successfully complete within 6 months of their date of hire as a condition of certification as a full-time police officer. The academy is currently 16 weeks in length during which 700 hours of training is delivered.

The basic curriculum of the NH Police Academy topical areas is the same as it has been since 2001 when our last job task analysis was conducted. The length of the Academy has increased over the last many years to the present 16-week session. This has involved both increasing the length of certain subjects as the field of law enforcement has become more complex, to adding topical areas such as community policing, police role in society, communication skills, active shooter response, and procedural justice.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2

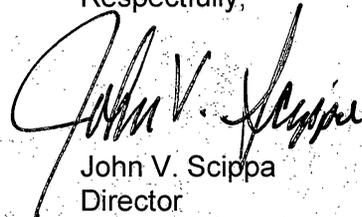
June 11, 2024

Ideally, the curriculum of a basic police training course should be based on a job task analysis that is derived from questions asked of persons currently serving in the field, and analyzed to determine the most frequent tasks that they perform, along with data developed from questions asked of these officers' supervisors and analyzed to determine the criticality of these tasks and whether they should be skills possessed by the applicants when they are hired for the job, skills taught during the basic academy training or skills learned on the job or through field training officer experience. Our last entry level police officer job task analysis that was conducted by the council was completed in 2001. Ideally, a new job task analysis should be conducted every ten (10) years. Ours is now 23 years old and is outdated. Many changes have occurred in law enforcement since that time. There is no doubt an updated job task analysis would identify many additional changes as the demographics of the state continue to change with population growth and diversity and the types of calls for police service change along with it. NHPSTC does not have the ability to accomplish this task with current staff.

A request for proposals for a job task and fitness analysis was released on February 26, 2024, and announced on the Department of Administrative Services website. Proposals were due on March 22, 2024. Only one proposal was submitted. The bid was reviewed and determined to meet the needs of NHPSTC. Stanard & Associates, Inc. was notified that their bid was accepted, and contract negotiations began and resulted in this contract.

We respectfully request that you approve this service contract.

Respectfully,



John V. Scippa
Director

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 3

June 11, 2024

Proposal Specification

There was only one submission for Job Task and Fitness analysis RFP. Stanard & Associates, Inc. was scored based on five categories: Cost Proposal 30 points (30%), Depth and Applicability of Prior Vendor Experience 20 points (20%), Completeness, Currency, and Relevance of the Response 20 points (20%), Samples Presented 10 points (10%), Ability to Complete the Work Requested 20 points (20%). Those participating in the proposal process were Director John V. Scippa, Assistant Director Max Schultz, Captain Adam Hawkins, and Attorney Stacie Moeser.

The proposals and scores were as follows:

Vendor	Stanard & Associates, Inc.
Cost Effectiveness: Overall cost competitiveness of the proposal (30 Points 30%) Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score	30
Depth and Applicability of Prior Vendor Experience 20 points (20%)	19.5
Completeness, Currency, and Relevance of the Response 20 points (20%)	18.3
Samples Presented 10 points (10%)	8.5
Ability to Complete the Work Requested 20 points (20%)	18.8
Grand Total (100 Points)	95.1
Price Quote	\$88,000.00
Rank	1

Scoring Committee

Director John V. Scippa – John Scippa, MSCJA, presently serves as the 6th Director of New Hampshire Police Standards and Training. During his 40-year law enforcement career, he has served in many capacities including police chief for the Town of Stratham NH. In 2019 John was hired as the Director of Police Academies for the Northern Essex Community College/Methuen Police Academy. In March of 2020, he returned to NH when he was appointed to his present position. As the Director of NHPST, John served on the New Hampshire Commission on Law Enforcement Accountability, Community, and Transparency. John presently serves on the Executive Board for the International Association of Directors of Law Enforcement Standards and Training, (IADLEST) and on the New Hampshire Law Enforcement Accreditation Commission.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 4

June 11, 2024

Assistant Director Max Schultz – A/D Schultz has worked for the State of New Hampshire since 2002. Prior to joining NHPSTC in 2021, he was with the NH Dept. of Safety. A/D Schultz has served for thirty-three years in public safety. A/D Schultz holds a bachelor's degree in public service management and is responsible for overseeing financial management and facilities.

Captain Adam Hawkins – Adam joined PSTC in 2018 after serving with the Belmont Police Department for 14 years. He holds a bachelor's in business administration and a master's degree in public administration from Anna Maria College. He currently oversees the In-Service and On-Line Training Bureau and instructs a variety of courses including Officer Survival, Simunitions, Firearms, OC and Community Policing.

Attorney Stacie Moeser – Stacie graduated from Dartmouth College in 1998 and earned her Juris Doctor in May 2005 from Boston College Law School. She served as an Assistant District Attorney in Suffolk County, Massachusetts, from 2005 to 2010, in District and then Superior Court. She was an Assistant City Solicitor and the Records Access Officer for the City of Lowell and the Lowell Police Department from 2019 to 2020. Stacie joined the New Hampshire Department of Justice in 2020 and served as an Assistant Attorney General in the Civil Bureau Client Counseling Unit, providing legal services to several state agencies and boards including the New Hampshire Police Standards and Training Council. In 2023, Stacie joined New Hampshire Police Standards and Training where she continues to advise the Council and also serves as general counsel to the agency and oversees the Conduct Review Committee and its investigations.

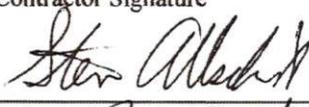
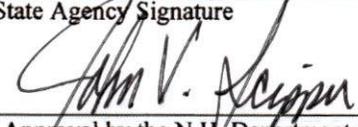
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Police Standards & Training		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Stanard & Associates, Inc.		1.4 Contractor Address 309 W. Washington St., Ste.1000, Chicago, IL 60606	
1.5 Contractor Phone Number 312-553-0213 x380	1.6 Account Unit and Class 06-87-87-870510-89800000-046-500464	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$88,000.00
1.9 Contracting Officer for State Agency John V. Scippa, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature  Date: 5/30/24		1.12 Name and Title of Contractor Signatory Steven Allscheid, President	
1.13 State Agency Signature  Date: 6/11/2024		1.14 Name and Title of State Agency Signatory John V. Scippa, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 06/11/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A – SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1. Paragraph 9, Termination, is updated by adding the following new Section 9.3 as follows:

9.3 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Contractor.

A.2. Paragraph 13, Indemnification, is updated by adding the following new section 13.1 as follows:

13.1 Regardless of the form of any claim the State may have under this Agreement or otherwise, including for indemnification, Contractor's liability for damages will not exceed the coverage provided by Contractor's insurance policies in effect at the time of the claim and for the duration of the Agreement, which shall include: commercial general liability coverage of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and professional liability coverage of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.

A.3. The following Provisions are added to the Form P-37:

27. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement and the documents incorporated herein, the following Order of Precedence shall govern.

- i. State of New Hampshire, Police Standards and Training Contract.
- ii. State of New Hampshire, Police Standards and Training Request for Proposals for Job Task and Fitness Analysis, RFP PSTC-2024-002
- iii. Standard & Associates, Inc. Response to RFP PSTC-2024-002

EXHIBIT B – SCOPE OF SERVICES

- B.1. **Personnel:** The Contractor designates the below-listed key personnel for performance under the Agreement, with the assistance of other industrial and organizational psychologists or research analysts within the organization.
- a. Steve Allscheid, Ph.D. – President
 - b. Brian Kitzman, Ph.D. – Vice President
- B.2. **Project Steps and Deliverables:** The Contractor will provide a specific job task analysis for the position of non-ranking law enforcement officer for state, county, and municipal law enforcement agencies in New Hampshire, to develop from that a revised set of learning goals and performance objectives for the Basic Police Academy and a job-related fitness test with a single cut standard inclusive of all entry level and all incumbent law enforcement officers.
- a. **Step 1: Task and KSAO Development – 8 weeks**
 - i. Contractor will review the most recent basic law enforcement officer training curricula as well as the 2001 PSTC job task analysis in relation to its own list of law enforcement tasks to ascertain what might be some of the important tasks and Knowledge, Skills, Abilities, and Other characteristics (KSAOs) of the job.
 - ii. Contractor will meet with PSTC staff to discuss these instruments, observe physical activities of trainees in the academy, and determine additional information to be collected to provide the best overview of what New Hampshire police officers perform in their jobs.
 - iii. If necessary, Contractor will interview Subject Matter Experts (SMEs) regarding their thoughts on the important tasks and KSAOs.
 - iv. Contractor may visit different law enforcement agencies representative of sections of the state to observe the work performed by different types of law enforcement officers first-hand (i.e., the different types of agencies and officers served by the basic training course).
 - v. The list of tasks will include potential physical functions for the purpose of determining physical requirements for the full and safe participation in the Police Training academy, assessing the validity of the Cooper fitness test components, and for linking essential physical functions to physical ability constructs.
 - vi. Contractor will create a first draft of potential tasks and KSAOs required of law enforcement officers in New Hampshire who have been required to complete the basic training course, which will be submitted to PSTC for review and approval.
 - b. **Step 2: Job Analysis Rating Scale Development – 2 weeks**
 - i. Contractor will use rating scales that assess Task Importance/Criticality and Task Frequency. Importance/Criticality: Of minor importance; Of some importance; Of importance; Of major importance; Of critical importance. Frequency: Never, or very infrequently (once or twice a year, or never); Infrequently (several times a year); Somewhat frequently (monthly or every few weeks); Frequently (weekly); Very frequently (daily or several times a day).
 - ii. If a specific item does not apply to the job, participants will be instructed to check the Not Applicable (N/A) box and skip the Importance and Frequency ratings for that item.

- iii. For the KSAO statements, Contractor will use a Required Upon Entry rating (e.g., Is the ability required upon entry into the job? Yes or No) in addition to ratings of Importance and Frequency.
 - iv. Contractor will have incumbent law enforcement officers provide ratings of task frequency but supervisors rate KSAOs including criticality of the task, whether tasks are required of officers upon entry, and the relative degree of competency required of various tasks and KSAOs.
- c. Step 3: Sampling Plan – 2 weeks
- i. Contractor will assist with the identification of a stratified random sample of participants by agency type (state agency, county sheriff, city agency, or municipal agency), agency size, state region, and training academy (if pertinent).
 - ii. Contractor will target New Hampshire law enforcement officers who have between one and five years of experience.
 - iii. Various other demographic variables will be considered, such as gender, race, and age.
 - iv. Contractor will use means and standard deviations from past task and KSAO ratings from other studies to identify the number of participants required to obtain ratings in which one can have 90 to 95 percent confidence that the mean ratings are within a specified tolerance for error (e.g., plus or minus .2 on a scale of 1=never or very infrequently performed to 5=performed very frequently).
 - v. Large enough numbers of state troopers, deputy sheriffs, and officers from small-sized, medium-sized and large-sized cities will be sampled to allow for statistical comparison of job tasks among them.
 - vi. Corrections and probation parole employees will not be included in the sampling.
 - vii. Contractor will also identify a sample of first line supervisors with sample characteristics similar to that of the law enforcement officers. The first line officer sample will respond to a similar survey that the law enforcement officers complete but will provide additional information regarding the when officers should learn the tasks surveyed (e.g., at the Police Academy, during Field Training, or on the job).
- d. Step 4: Online Job Analysis Questionnaire Development – 6 weeks
- i. Once PSTC approves the list of tasks and KSAOs, Contractor will create an online job analysis questionnaire to be administered to the sample.
 - ii. Contractor will ensure that the questionnaire is based on professionally and legally accepted guidelines by ensuring that the content of the questionnaire (i.e., the tasks and KSAOs) are reasonable and based on SME input, and that the rating scales will provide the necessary information to produce job analysis results that will serve their intended purpose.
- e. Step 5: Job-Task Analysis Administration – 6 weeks
- i. Contractor will request sample participants' email addresses to send an email invitation to participants requesting they complete the questionnaire. Participants will be able to log into their survey at a time that is convenient for them, save their work if they are interrupted, and come back to the questionnaire to finish it at a late time if necessary.
 - ii. Contractor will would send email reminders as necessary to increase the participation rate. Response rates would be tracked throughout the administration period to ensure a satisfactory number of responses are obtained by various sample strata.

- f. **Step 6: Data Analysis and Job Safety Panel – 8 weeks**
- i. Contractor will provide a variety of statistical methods to PSTC so it can determine the pros and cons of various statistical methods and determine which one is most appropriate. Contractor often uses the Importance scale as the main determinant in assessing whether a task is important or not (i.e., statements with mean importance ratings of 3.0 or higher are designated as important/essential), along with the criteria of having at least 50% of the sample providing an importance rating for the statement; that is, fewer than 50% chose Not Applicable for the statement.
 - ii. With respect to physical functions, they are labeled as “essential functions” so that those functions can be considered when developing training curricula or tests in compliance with the Americans with Disabilities Act (ADA). Contractor relies on ratings of the Importance scale and Not Applicable option primarily because many important/critical tasks may not be performed frequently, such as discharging a firearm in the line of duty. Contractor will work with PSTC regarding the precise statistical decision rules used to identify important job analysis items. Contractor would also consider rules for determining whether tasks are important across agency type and agency size.
 - iii. Regarding the “job safety analysis” component, utilizing an additional scale or field in a 400 to 500 item job task analysis questionnaire to capture this information when the questionnaire will likely already have three scales (importance/criticality, frequency, and “required upon entry”) could lead to a survey that is overburdensome. As a result, Contractor will first identify the important/essential tasks, and then have a Job Safety Panel comprising a representative sample of officers and supervisors provide input regarding the specific hazards associated with each task and recommend control measures and implementation strategies for the hazards that will be included in the performance objectives for the law enforcement training curriculum. The Job Safety Panel will indicate which tasks carry the highest civil liability risks and indicate whether additional performance objectives should be added to the Police Academy curriculum to reduce these risks.
- g. **Step 7: Physical Fitness Analysis and Linkage of Cooper Test to Essential Physical Functions – 10 weeks**
- i. Contractor will analyze the tasks related to physical ability in training and on the job for the purpose of determining physical requirements for the full and safe participation in the Police Training academy, assessing the validity of the Cooper fitness test components used in New Hampshire, and for linking essential physical functions to physical ability constructs.
 - ii. Contractor will work with PSTC to create a job-simulation essential functions physical ability test to use as the dependent variable in analysis of predictive validity of the Cooper fitness tests.
 - iii. Contractor will observe a field testing for pertinent officers where they will participate in the essential functions physical ability test and the relevant Cooper fitness tests. During the essential physical functions tests, three SMEs will rate the ease with which field test participants complete the components of the test. Contractor will compile all the data and prepare it for analysis. If available, Contractor will obtain ratings of physical job performance for the field test participants from their supervisors.
 - iv. Contractor will complete a statistical analysis of the Cooper fitness data, physical ability field test data, ratings of the ease with which field test participants complete the essential functions test, and supervisor’s ratings of job performance for the purpose of validating

the physical fitness tests, and for identifying reasonable cutoff score options for the Cooper fitness tests.

h. Step 8: Technical Report – 10 weeks

- i. Contractor will write a technical report documenting the job analysis study and the results. The report will be written in accordance with sections of The Uniform Guidelines on Employee Selection Procedures (1978) relating to job analysis studies.**
- ii. The final report will include a detailed interpretation and analysis of all findings (item “frequency” and “criticality” analysis, equipment usage analysis, and demographics).**
- iii. Contractor will write a set of learning goals and performance objectives for the basic police Academy, arranged in logical course groupings according to areas of similarity. Contractor will factor-analyze the JAQ ratings to identify logical task groupings which may lend themselves to logical course groupings and create learning goals and performance objectives as the basis for PSTC curriculum developers and trainers to write new lesson plans and tests for a completely revised Police Academy Curriculum. Contractor will also refer to the past curriculum to ensure suggested new learning goals and performance objectives are realistic.**
- iv. Contractor will research and report on how the use of pre-academy entrance testing, computer assisted learning technology, structured FTO programs or other means could avoid or keep to a minimum any increase in the academy training based on the new proposed curriculum.**
- v. Contractor will deliver a live presentation with the final report to PSTC and will provide the PSTC with a PDF copy of the final report and all underlying documents. Contractor will be available to answer questions from PSTC during the presentation and as feasible on an ongoing basis on completion of the project and during implementation.**

EXHIBIT C – PAYMENT TERMS

C.1. The Contractor will be paid no more than \$88,000 for full and successful performance under this Agreement effective approximately July 1, 2024, upon execution by Governor and Executive Council, and ending June 30, 2025. This includes all costs and direct and indirect expenses incurred by the Contractor as a result of this Agreement.

C.2. Payments shall be owed for the completion of the Project Steps as follows:

Project Steps	Fee	Timeline
1. Task and KSAO Development (inc. interviews and observations with incumbents)	\$13,200	8 weeks
2. Job Analysis Rating Scale Development	\$4,400	2 weeks
3. Sampling Plan	\$6,600	2 weeks
4. Online Job Analysis Questionnaire Development	\$13,200	6 weeks
5. Job-Task Analysis Administration	\$4,400	6 weeks
6. Data Analysis and Job Safety Panel	\$13,200	8 weeks
7. Physical Fitness Analysis and Linkage of Cooper Test to Essential Physical Functions	\$16,500	10 weeks
8. Technical Report	\$16,500	10 weeks
Total	\$88,000	52 weeks

C.3. An initial \$4,000.00 will be paid upon execution of the Agreement and submission of the initial invoice to cover start-up expenses, to be deducted from the payment owed upon completion of Project Step 1.

C.4. Payment will be made upon invoice of the Contractor submitted within 30 (thirty) days after the completion of each Project Step.

C.5. Invoices and billing inquiries shall be sent to businessoffice@pst.nh.gov.

File Number: 5144-725-5

92778326



92778326

Whereas, ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF

STANARD AND ASSOCIATES, INC. INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this* 9TH *day of* OCTOBER *A.D. 19* 92 *and of the Independence of the United States the two hundred and* 17TH.



George H. Ryan
SECRETARY OF STATE

State of New Hampshire

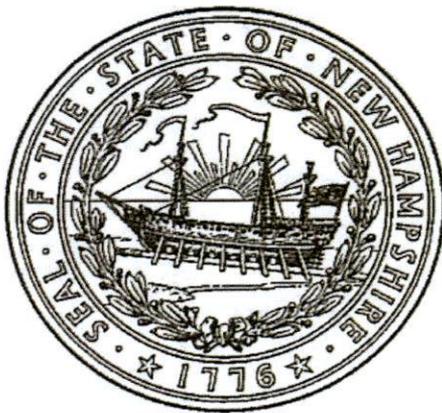
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STANARD AND ASSOCIATES, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on May 28, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **963413**

Certificate Number : **0006699601**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **28th** day of **May** A.D. **2024**.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular outline.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Steven Allscheid, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Stanard and Associates, Inc., I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 9, 2024
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Steven Allscheid (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Stanard and Associates, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 5/30/24

5-30-24

ATTEST:

Steve Allscheid President
(Name & Title)
[Signature] Vice President,
Secretary

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Steven Allscheid, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Stanard and Associates, Inc.. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations Steven Allscheid, President.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Michael Thomason, Vice President; Brian Kitman, Secretary.
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate.

DATED: 5/30/24

5-30-24

ATTEST: Steven Allscheid President
(Name & Title)
Brian Kitman Vice President,
Secretary



Minutes of the Annual Meeting with Stanard & Associates, Inc. Shareholders April 9, 2024

Pursuant to Article II of the By-Laws of Stanard and Associates, Inc. the annual meeting for shareholders regarding the election of board members and board executive elections was held via teleconference at 9:00 a.m. Central Time on Tuesday, April 9, 2024.

Remote shareholders were provided with conferencing instructions. Steve Allscheid, Mike Thomason and Brian Kitzman attended via telephone. Sarah Stanard did not attend.

Annual Shareholder Meeting Motions:

1. Brian Kitzman made a motion to nominate Steve Allscheid as chairman of the meeting. Mike Thomason seconded the motion. The motion was voted on and approved unanimously by the three attendees.
2. Mike Thomason made a motion to nominate Steve Allscheid, Mike Thomason, Brian Kitzman and Sarah Stanard as members of the board of directors of Stanard and Associates, Inc. Steve Allscheid seconded the motion. The motion was voted on and approved unanimously by the three attendees.
3. Steve Allscheid made a motion to conclude the special shareholder meeting and begin the regular meeting of the board of directors. Brian Kitzman seconded the motion. The motion was voted on and approved unanimously by the three attendees.

Regular Meeting of the Board of Directors Motions:

1. Mike Thomason made a motion to nominate Steve Allscheid as chairman of the meeting. Brian Kitzman seconded the motion. The motion was voted on and approved unanimously by the three attendees.
2. Steve Allscheid made a motion to nominate Steve Allscheid as President and Treasurer, Brian Kitzman as Vice President and Secretary, and Mike Thomason as Vice President of the board of directors of Stanard and Associates, Inc. Mike Thomason seconded the motion. The motion was voted on and approved unanimously by the three attendees.
3. Mike Thomason made a motion to conclude the regular meeting of the board of directors. Steve Allscheid seconded the motion. The motion was voted on and approved unanimously by the three attendees.

