

The Purchasing Memo

Date: April 27, 2026

To: Brian Moya, Interim City Manager

Via: Ben Valdez, Deputy Chief of Police B. Valdez, DC
B. Valdez, DC (Apr 29, 2026 10:14:52 MDT)

Lawrence Barnett, Captain Lawrence Barnett
Lawrence Barnett (Apr 27, 2026 11:34:50 MDT)

From: Jesus Rodriguez, Lieutenant Jesus Rodriguez
Jesus Rodriguez (Apr 27, 2026 10:56:14 MDT)

Subject: Purchase of Cadet Testing Booklets

Vendor Name: Firefighter Selection Inc DBA: Fire & Police Selection

Munis Vendor Number: 7494

ITEM AND ISSUE: The Santa Fe Police Department respectfully requests your review and approval of a purchase in the amount of \$2,025.00 for police cadet testing packets for a one-year term.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260408.

BACKGROUND AND SUMMARY:

I am requesting a purchase order for new police cadet testing packets. We currently are running low on our current testing booklets. Our agency used to utilize the same testing booklets for several years, but the company is no longer conducting business.

I have reviewed several options and think that the Fire & Police Selection Testing is the best fit. There are several others who have similar tests, but pricing and availability pointed me to using this company. I recommend that we use this test and evaluate the data as we move forward. We can adjust as needed.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/ 223

Munis Org Name/Number: Police Admin/ 2230310


Munis Object Name/Number: Operating Supplies/ 530200

Budget Officer / Designee: Andy Hopkins **Date:** 04/29/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-125, Small Purchase

Chief Procurement Officer (CPO)/Designee:  Date: 04/30/2026

AP (04/10/2025 10:30:43 AM) CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Vendors Quote

Vendors Terms and Conditions

Fire & Police Selection, Inc.

2901 Douglas Boulevard, Suite 260

www.fpsi.com / john@fpsi.com

888.990.3473 x111



QUOTE

Dear:

Tara Rico
Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

From:

John Ortega
FPSI Sales Consultant
2901 Douglas Boulevard
Suite 260
Roseville, CA 95661

Quote Date: April 16, 2026
Valid For: 2026

DESCRIPTION	QTY	PRICE	TOTAL
Annual Base Fee	1	\$ 550.00	\$ 550.00
Test Booklet Fee	90	\$ 15.00	\$ 1,350.00
Shipping (<i>estimate</i>)	1	\$ 125.00	\$ 125.00

SUBTOTAL 2025.00

DISCOUNT

SUBTOTAL LESS DISCOUNT 2025.00

Thank you for your utilizing our products and services!

Quote Total: \$ **2,025.00**

Terms & Instructions

Check Payments Required; We do not accept credit cards. NET 30 DAYS

Fire & Police Selection, Inc. (FPSI)

Annual Entry-Level Written Test Materials Terms & Conditions

Fill-in all information; signature is *required*. Email all pages to: john@fpsi.com

TEST PRODUCT(s): Police Aptitude & Character Test (PACT)

ANNUAL PERIOD: For twelve (12) months starting on the date of signature by the City of Santa Fe below:

BASE FEE(s): \$550

TEST BOOK FEE(s): \$15

Subject to the following terms and conditions, **Fire & Police Selection, Inc. (FPSI)** hereby agrees to lease to the **City of Santa Fe, NM for the Santa Fe Police Department (Client)** the right to use FPSI's **Entry-Level** Written Test(s) Materials. The terms and conditions are effective when signed by the **Client**. The **Client** agrees to the following terms and conditions:

1. It is expressly understood that in selling the right to use its test(s), **FPSI** cannot guarantee compliance with the civil rights laws or the requirements of federal or state enforcement agencies. Nor does **FPSI** agree to stand as surety or otherwise immunize the **Client** from any civil rights liability that may result from the **Client's** use of the test. **FPSI** recommends to the **Client** that a job analysis and validation study would greatly improve the defensibility of the test(s). **FPSI** may provide consultation to the **Client** on a time-and-charges basis, should its entry-level test be challenged.
2. The **Client** is hereby granted limited use of FPSI's Test Materials for a period of **one (1) year from the effective date of this Agreement ("Terms & Conditions period")**. Use of FPSI's Test Materials outside this Terms & Conditions period is strictly prohibited. The **Client** agrees not to sell, rent, give, lend, or otherwise disclose or provide the Test Materials to any other employer or entity, or use the Test Materials for the benefit of any other employer or entity. Test materials may not be reproduced or copied without the written permission of **FPSI**. The **Client** agrees not to provide, disclose, or otherwise reveal the Test Materials to any person except the employees of the **Client** directly and necessarily involved in test administration and selections. If compromised in any capacity, the **Client** agrees to pay the **\$7500.00** cost in validation expenses associated with the materials compromised.
3. The **Client** agrees that neither its officers, agents, employees, representatives, nor any persons in active concert participation with it or them, shall modify, adapt, or alter the Test Materials in any way, or develop any identical or similar tests without the prior consent, in writing, of **FPSI** which shall retain the copyright to all versions of the Test Materials.
4. The **Client** is responsible for ordering Test Materials **at least 10 business days prior** to the required day of delivery by the client. The **Client** is responsible for the security of all Test Materials during the lease period. It is understood by the **Client** that any security breaches may adversely affect **FPSI's** future ability to license or lease its Test Materials.
5. The **Client** agrees to have at least two employees count all written Test Materials and Test Booklets upon receipt of each and to provide **FPSI** with email or telephone notification within 48 hours of receipt of any discrepancies between the amount **FPSI** shipped and the amount the **Client** received followed by written notification within five days. If **FPSI** receives no such notification within the time period specified, it will be assumed for purposes of this agreement that the Client received a complete shipment as recorded by **FPSI**.
6. The **Client's** costs are based on the options selected by the **Client** and will be determined at the time of ordering. This includes the annual base fees for entry-level fire *or* police testing *or both*, the used/unused counts, shipping, and upon the condition of all materials returned. These charges will be based on current **FPSI** Rental/Licensors Rates.

7. **Rush Order Fee:** *IF* test orders are placed by the **Client** within 5 business days, of required day of delivery by the client, the **Client** will be subject to a \$350 Rush Order Fee on the final invoice.
8. If the **Client** purchases a *Candidate Orientation Guide* .PDF file from **FPSI** and places the file as a link on their department or city website, the **Client** agrees to have the .PDF link removed from their website as soon as the recruitment has ended. If the **Client** does not remove the link immediately after their recruitment, the **Client** will be charged the original fee, annually, until the link is removed from **Client's** website.
9. The **Client** will be invoiced immediately upon shipment of Test Materials, including all applicable shipping fees. Invoicing shall occur **at the time FPSI transfers the Test Materials to the carrier**, regardless of when the Client receives the shipment. Payment is due upon receipt of invoice. If the client orders any additional test materials during the annual Terms & Conditions period, the **Client** shall be invoiced for those materials and the shipping fee once the additional test materials have been shipped. The **Client** is responsible for all shipping fees (FedEx at full cost).
10. If the **Client** requests **FPSI** score the tests, it will typically do so within five (5) business days of receipt of the answer sheets from the **Client** and charge "scoring set up fees" for each scoring session. After each scoring session during the annual Terms & Conditions period, **FPSI** reserves the right to invoice for any costs or fees accrued. **FPSI** shall provide the client with three viable cutoff options for the test, none of which are binding to the **Client**. When possible, **FPSI** shall conduct and complete an adverse impact analysis and report this information to the **Client** in the written recommendation letter.
11. **FPSI** regularly conducts statistical evaluations of all test items. Occasionally, test administrations will reveal statistical limitation with the effectiveness or fairness of one or more items on a test administration. **FPSI** reserves the right to either remove or "score perfect" such items when they are identified.
12. Once the annual Terms & Conditions period has expired, the **Client** must sign a new annual Terms & Conditions with **FPSI** to use any unused test booklets in their possession. **FPSI** does not authorize the **Client** to utilize any previously ordered test booklets unless an active annual Terms & Conditions is in place. If the **Client** does not sign a new annual Terms & Conditions, any and all used and unused test materials from **FPSI** must be professionally destroyed (e.g., shredded, etc.). This includes test booklets, answer sheets, scoring keys, reference keys, etc. At no time may previously ordered test materials be maintained without an active annual Terms & Conditions in place.
13. After shipping all Test Materials to the **Client**, **FPSI** will submit an invoice to include all applicable fees for the products and services provided. Payment is due on receipt of **FPSI's** invoice. A service fee of one and one-half percent (1-1/2%) per month (eighteen percent [18%] per year) will be charged on all unpaid balances more than thirty (30) days past due.
14. Should the **Client** become the subject of any litigation or investigation by state or federal enforcement agencies arising from the **Client's** use of the Test Materials, **FPSI** may provide consultation on a time-and-charges basis at such hourly rates as may then be current.

Scoring Preference. Please choose which scoring method is preferred (ONLY Choose ONE below):

FPSI (returning answer sheets for fpsl to score)	
Overlay Key (hand score by city/department)	X
Reference Key (machine score by city/department)	

Optional Candidate Orientation Guide. Please choose which option is preferred (ONLY Choose ONE below):

Purchase Guide (FPSI will provide Client a .PDF file at cost)		\$
Optional Purchase Video and Guide Training (FPSI will provide Client a Website Link at cost to Client)		\$
Website Link (Candidates purchase from FPSIs website)		No cost to Client

Please provide the address where the test materials are to be delivered:

City or Department Name: City of Santa Fe Police Department

Attention to: Lt. Jesus Rodriguez

Address: 2515 Camino Entrada

City/State/Zip: Santa Fe, NM 87507

Client Information and Signature

City or Department: City of Santa Fe State: New Mexico

Name: Brian Moya

Title: Interim City Manager

Email: bjmoya@santafenm.gov

Signature: *BRIAN MOYA* Date: 05/02/2026

ATTEST:

[Signature]
Geraldyn Cardenas, City Clerk



Date: _____

Christopher W. Ryan
Christopher W. Ryan (Apr 27, 2026 09:23:02 MDT)
Christopher Ryan, Senior Assistant City Attorney

[Signature]
ANDREA PHILLIPS (Apr 30, 2026 14:55:07 MDT)
Andrea Phillips, Interim Finance Director

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov








26-0152 Firefighter Selection Inc. DBA Fire & Police Selection

Final Audit Report

2026-05-05

Created:	2026-05-04
By:	Erika Quintana (efquintana@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGD0bnMwyU4hgOU2njWtnjGrEZiuv-Zmz

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