



CITY OF MEMPHIS

REQUEST FOR QUALIFICATIONS (RFQ)

#52012

**Pre-Employment Psychological Evaluations and Services
for Police and Fire**

Human Resources Division

Date Issued: September 29, 2020

RFQ Submission Deadline: October 28, 2020

1 INTRODUCTION / PURPOSE

The City of Memphis, founded in 1819 and incorporated in 1826, is governed by a mayor and a 13-member City Council. Memphis is the largest city in Tennessee and the 25th largest city in the United States in terms of population with a population of 653,546 as of 2020, and at 324 square miles is among the largest cities in the U.S. in terms of land area. The population for the greater Memphis metropolitan area was recorded as approximately 1,348,260 people in 2017.

The Memphis Police Department (MPD) employs 2605 personnel of which 2019 are commissioned Police officers. The Memphis Fire Department (MFD) employs 1764 personnel of which 1666 are commissioned Fire personnel.

The City of Memphis Human Resources Division (HRD) is requesting Statements of Qualifications (SOQs) from a qualified vendor(s) and/or individual(s) to perform post-offer, pre-employment behavioral and psychological assessment services/evaluations to screen applicants for the commissioned position of Police Recruit, the non-commissioned position of Police Services Technician (PST) and the positions of Fire Recruit, Firefighter(FF)/Paramedic Probationary, Single Role Paramedics, and Fire Laterals. The estimated number of applicants needing psychological assessments/evaluations over the three-year period is as follows:

Year 1:	Year 2:	Year 3:
670 Police Recruit applicants	670 Police Recruit applicants	670 Police Recruit applicants
60 PST applicants	60 PST applicants	60 PST applicants
250 Fire applicants	250 Fire applicants	250 Fire applicants

The City HRD reserves the right to adjust the number of requested psychological evaluations at any time dependent on changes in employment demand.

Also, for full disclosure and transparency within the partnership, the City HRD would like vendors and/or individuals to include in their RFQ response the maximum number of psychological evaluations that they can handle annually.

A qualified vendor(s) and/or individual(s) will receive consideration to participate in a multi-year Contract to perform future work awarded for the services of pre-employment psychological assessments/evaluations. An award of a Contract does not guarantee vendors will receive any work.

2. SCOPE OF SERVICES

2.1 SCOPE OF WORK

The selected vendor(s) and/or individual(s) will provide the following services in fulfilling the psychological evaluation services for the City of Memphis:

- 2.1.1 Work together with the City HRD to conduct psychological evaluations in accordance with procedures developed by the Proposer and approved by the City HRD.

- 2.1.2 Provide a written psychological test battery relevant to the purpose of the evaluation which shall be administered to the applicant. The test instruments should have documented reliability, validity, and other empirical evidence supporting their use in the pre-employment evaluation of public safety applicants.
- 2.1.3 Provide comprehensive pre-employment psychological evaluations for all final candidates for the positions of Police Recruit, PST, Fire Recruit, FF/Paramedic Probationary, Single Role Paramedic, and Fire Lateral. The evaluations must provide assurance that candidates are free of job-relevant emotional and mental impairments, possess adequate stress resilience and emotional stability, and are able to meet the behavioral, social, and cognitive demands of public safety work.
- 2.1.4 Conduct individual face-to-face interviews with applicants before a final determination of the applicant's psychological suitability is made and before a final psychological report is submitted.
- 2.1.5 Provide professional psychological services in accordance with applicable, professional practices and ethical standards.
- 2.1.6 Proposer shall develop an applicant appeals process which can be administered with limited or no assistance from the selected vendor. This would require the vendor to provide guidelines and instructions to the City HRD for administering the applicant appeals process, including any necessary training of City HRD staff in the administration of the appeals process.
- 2.1.7 Proposer must provide written reports to designated City HRD, MPD, and MFD staff with the Proposer's evaluations. The reports shall include Proposer's evaluation of the suitability of the applicant for the position based upon an analysis of all psychological assessment materials, including background information, test data, and interview results. A written report for each candidate must be completed within a time period determined by City HRD. The written reports provided to City HRD shall be securely maintained in accordance with federal, state, and professional requirements.
- 2.1.8 Proposer shall provide support and consultation on all assessments and recommendations to designated City HRD, MPD, and MFD personnel.
- 2.1.9 Proposer shall assist the City in the defense of all legal challenges to assessments and recommendations at no additional charge to the City.
- 2.1.10 Proposer shall retain and store all evaluation / screening files in a secure and organized manner for a period of time to be agreed upon by City HRD and Proposer at no additional cost to the City.
- 2.1.11 Proposer shall recommend and utilize, where possible, the best technology methods for evaluating and screening applicants and storage of applicant screening files.

2.1.12 Selected vendor(s) will be required to maintain insurance coverage as stated in Exhibit 2 of this RFQ.

3 MINIMUM QUALIFICATIONS

- 3.1.1 Proposer shall be defined as a licensed and certified doctoral-level Psychologist by the Tennessee Board of Examiners in Psychology and have a minimum of five (5) years full-time experience in the diagnosis and treatment of emotional and mental disorders or in diagnostic testing and analysis.
- 3.1.2 Proposer must possess all appropriate and required licenses, permits, and professional credentials necessary to perform the services specified in this RFQ. Proposer shall maintain its professional credentials and must notify the City should license be revoked or suspended.
- 3.1.3 Proposer must be currently and regularly engaged in providing pre-employment psychological services for public agencies for a minimum of three (3) years. Some of the referenced agencies shall be of comparable size and scope to the City of Memphis and must include public safety candidates.
- 3.1.4 Proposer must be familiar with and comply with current requirements for evaluating post-offer, pre-employment psychological evaluations and screening of safety personnel in accordance to the International Association of Chiefs of Police (IACP) – Police Psychological Services Standards (PPSS), Tennessee Peace Officers Standards and Training (POST), National Fire Protection Association (NFPA), and any other regulatory agency.
- 3.1.5 Proposer shall follow guidelines for pre-employment psychological evaluations established by the IACP for individual interviews with Police applicants.
- 3.1.6 Proposer shall be familiar with and conduct evaluation services in accordance to employment laws, including but not limited to the Americans with Disabilities Act (ADA), the ADA Amendments Act (ADAAA), the Genetic Information Nondiscrimination Act (GINA), and other applicable federal and state laws.
- 3.1.7 Proposer must adhere to ethical principles and standards for practice in their profession and jurisdiction.
- 3.1.8 In conjunction with IACP Preemployment Psychological Evaluation Guidelines, Section 13.3, the City reserves the right to request additional information about the decision of any candidate's psychological evaluation that supports the vendor's decision to pass or fail the candidate of interest. The vendor should be prepared to provide all pertinent information used to make the decision on any candidate's psychological evaluation without hesitation, not withholding any

information. Moreover, in accordance with Section 14 of the IACP Preemployment Psychological Evaluation Guidelines, the City reserves the right to challenge the results of any evaluation and elicit a second opinion based upon the same criteria used for the initial psychological evaluation.

4. CITY OF MEMPHIS EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

THE CITY OF MEMEPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

5. SUBMISSION REQUIREMENTS

Each responding vendor is required to submit the details of their qualifications that meet or exceed those specified under Section 2.2 – Minimum Qualifications. This Section describes what the Proposer’s RFQ Response should include and how to organize it.

Specifically, Proposer’s Response shall include each of the sections referenced in the table below. The preferred method of submittal is in a three-ring binder with tabbed sections. The requirements for each of these Response sections are described in more detail in this Section.

Sections and Topics
Section 1 –Cover Letter and Executive Summary
Section 2 – Vendor Qualifications / License
Section 3 – Project Team/ Qualifications of Personnel
Section 4 – Relevant Experience
Section 5 – Project Management Plan / Time Schedule

5.1COVER LETTER AND EXECUTIVE SUMMARY

In Section 1 of the RFQ Response, Proposer shall include a cover letter acknowledging Proposer's understanding of the RFQ and interest in the requested services. The cover letter shall be signed by an authorized representative of Proposer's company. (Limit of 1 page)

Provide company’s name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as company’s primary contact.

Proposer should also include an Executive Summary providing a brief overview of Proposer's products and services as specified in the Scope of Work section (Section 2.1). (Limit of 3 pages)

5.2 CONSULTANT QUALIFICATIONS/LICENSE

In Section 2 of the RFQ Response, Proposer shall describe the qualifications and skills of the principal licensed examining professional(s) (psychologists) who will be conducting the psychological evaluations and assessment services. (Limit of 4 pages)

5.3 PROJECT TEAM / QUALIFICATIONS OF PERSONNEL

In Section 3 of the RFQ Response, Proposer shall describe the qualifications and skills of its company/ organization to provide the services as set forth in this RFQ. The description should include the names, qualifications, credentials, resumes, and past project roles of specific team members who will be committed to the essential work on this project and the delineation of their roles and accountability for the completion of work at each phase of this project. The description should also include the team members' direct experience and specific roles on a minimum of three (3) similar projects within the last five years. Public safety experience is preferred. (Limit of 5 pages)

If Proposer intends to subcontract any part of the work under the contract, indicate the services to be subcontracted and the subcontractor(s) to provide the services.

5.4 RELEVANT EXPERIENCE

In Section 4 of the RFQ Response, Proposer should provide a concise description of backgrounds and experience as it relates to the scope of work outlined herein. The description should include experience in the areas of psychological evaluations/assessment services and the number of years the Proposer has been providing these services, which shall be a minimum of five (5) years. Experience with psychological evaluation of public safety positions is preferred.

Proposer must include five (5) references (not including the City of Memphis) of similar projects that Proposer has delivered in the past five years. (Limit of 5 pages)

For each reference, include:

- i. Name and address of Organization / Municipality
- ii. Type of Contract (i.e. Entry-level testing for Police or Fire, etc.)
- iii. Name, title, email address, and telephone number of the contract contact person
- iv. Brief summary of the scope of services provided to the organization / municipality

5.5 PROJECT MANAGEMENT PLAN / TIME SCHEDULE

In Section 5 of the RFQ Response, Proposer shall provide a description of the project management plan that Proposer intends to follow. The description should illustrate how the management plan will accomplish the tasks identified in the Scope of Work section.

Proposer should describe how its psychological assessment services comply with IACP guidelines for conducting pre-employment psychological evaluations. Proposer should include a project management plan which details the project objectives, deliverables, roles and responsibilities, document control, cost management, schedule management, and security measures to protect the confidentiality and integrity of the evaluation and screening materials.

The management plan should also illustrate a general timeframe for completing tasks. This should include the maximum time (in hours) required to perform a complete evaluation including face-to-face interview and the final report for one applicant. It should also include the number of evaluations that Proposer can complete in an 8-hour day and the number of evaluations the Proposer can complete annually. (Limit of 3 pages)

6. INSTRUCTIONS ON RFQ PROCESS

6.1 USE OF INFORMATION

All correspondence about this RFQ and the Initiative should be limited to the Principal Contact described in Section 6.2 or other designated City personnel or agents.

6.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

Tim Boyles is the single point of contact (the “Principal Contact”) for all matters relating to this RFQ. Proposer should direct all inquiries to the Principal Contact at:

Tim.Boyles@memphistn.gov

Proposer should not, under any circumstances, contact any City personnel (including senior City management or City employees with whom Proposer has an existing business or personal relationship) to discuss this RFQ without the Principal Contact’s prior written consent. Utmost discretion is expected of Proposer and all other RFQ recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the evaluation process.

6.3 SCHEDULE OF ACTIVITIES

- In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline for this Initiative. The City will

move as quickly and efficiently as possible to determine the feasibility of each Proposer’s Response.

- The City reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the RFQ be changed except by written modification by the City of Memphis Purchasing Department.

Activity	Date
Publish RFQ	September 29, 2020
RFQ Questions Deadline	October 8, 2020 by end of day
City Response to Questions	October 15, 2020 by end of day
RFQ Response Submission Deadline	October 28, 2020 by 12:00 noon (CT)
Evaluation Committee Interviews – (If needed)	November 2020
Target for Selection	November 2020

Several of the activities identified in the above table are described in more detail in the remainder of this Section 5.

6.4 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Proposer may submit an initial set of questions based on its review of this RFQ, by adhering to the format template provided in Exhibit 1, either as an attached WORD document or as part of the body of the email (no .pdf documents), and sending it via email by the date specified in Section 6.3. Questions received after this date will not be answered. This email should be sent to the individual(s) described in Section 6.2, with the subject heading: “RFQ Questions – Pre-employment Psychological Evaluations and Services for Police and Fire.” The City will post the responses to the questions on the City’s web site by the date specified in Section 6.3. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of the City will be the one posted via the City’s website. Any questions or concerns not submitted by the stated time and date will be deemed waived.

6.5 RFQ SUBMISSION REQUIREMENTS

RFQ SUBMISSION AND DUE DATE

Proposer shall submit, in a sealed packet, the RFQ response as detailed below.

A. RFQ Response

1. One (1) original (clearly marked on outside as "ORIGINAL") with original signatures; and
2. Five (5) complete printed copies of the original response (including signed cover letters); and
3. One (1) digital copy (flash drive). The digital copy shall be submitted in pdf format and organized in the same format as the original submission; and
4. Proposer shall use Microsoft Office file formats in preparing its Response to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper and Response must be typed using a font no smaller than 11-point with one-inch margins, printed single-sided, and bound on the left-hand side. Proposer's RFQ response shall not exceed 25 pages.

B. Due Date

1. Proposer shall submit the sealed RFQ response on or before October 28, 2020 at **12:00 noon CT**, to the address provided below:

USPS (or other common carrier)

City of Memphis
Purchasing Department, Room 354
125 N. Main Street
Memphis, TN 38103

Hand Delivery

City of Memphis
Main Lobby – Bid Drop Box
125 N. Main Street
Memphis, TN 38103

The label should identify the contents as:

Your company name & address.

Pre-employment Psychological Evaluations and Services for Police and Fire

RFQ # _____

RFQ RESPONSES SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFQ WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFQ PROCESS.

RFQ Responses may not be amended after the submission deadline. Notwithstanding any legends on the response or any other statements to the contrary, all materials submitted in connection with proposer's response to this RFQ will become the property of the City and may be returned only at the City's option.

RFQ RESPONSE EXPIRATION DATE

Proposals in response to this RFQ shall remain valid for six (6) months from the RFQ due date. The City may request an extension of time if needed.

7. RFQ EVALUATION MODEL

7.1 QUALIFYING STATEMENTS OF QUALIFICATIONS (SOQ)

City HRD will review each submitted Statement of Qualifications (SOQ) to determine whether it is a Qualifying RFQ Response. A Qualifying RFQ Response is one that meets all of the criteria set forth below. All Statements of Qualifications that ARE NOT a Qualifying RFQ Response will be disqualified from this RFQ process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form/format required) by the due date and time as specified in Section 6.3.
- Conforms to the requirements of the RFQ (as outlined in Section 5).

7.2 EVALUATION OF QUALIFYING SOQS

An evaluation team composed of representatives of the City will evaluate the statement of qualifications on a variety of criteria. Upon receipt of SOQs, the City will review to determine whether the RFQ response is acceptable or non-acceptable based on the criteria outlined below.

The criteria, and their associated weights, upon which the evaluation of the statement of qualifications will be based on the following:

- Vendor Qualifications and Licensure** – Proposer describes in detail the qualifications and skills of the principal licensed examining professionals who will be conducting the psychological evaluations and assessment services (25 percent)
- Relevant Experience and Qualifications of Personnel** – Proposer describes relevant experience and demonstrated ability to fulfill the requirements of the SOQs as listed in the scope of work, and clearly describes relevant qualifications and experience of the personnel who will be assigned to the project (25 percent)
- Project Management Plan and Time Schedule** – Proposer demonstrates understanding of the scope of work and services to be provided and whether the proposed methodology is feasible and applicable; the number of psychological applicants the proposer can handle annually; SOQ includes a project management plan that supports all project requirements; proposal clearly details the timeframes and turnaround time for completion of each phase of the project and the ability to realistically meet the City's time schedule (50 percent)

Total Points for Evaluation Criteria - 100 points

EXHIBIT 2

INSURANCE REQUIREMENTS

HR – PRE-EMPLOYMENT PSYCHOLOGICAL SERVICES – PUBLIC SAFETY ENTRY TESTING RFQ

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: “The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: “The additional insured endorsement is attached to the Certificate of Insurance.”

WORKERS COMPENSATION:

The Company shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

ERRORS & OMISSIONS / PROFESSIONAL LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$2,000,000 Each Claim / \$2,000,000 Aggregate

CYBER LIABILITY (“NETWORK SECURITY AND PRIVACY”):

For losses arising out of the following areas:

- Privacy Liability
- Network Security Liability
- Media Liability
- Cyber Extortion
- Privacy Breach Response
 - Customer Notification Expense
 - Credit Monitoring Expense
- Business Interruption
- Regulatory Defense and Penalties including PCI Fines/Penalties if applicable
- Social Engineering

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$ 10,000,000 Each Claim / \$10,000,000 Aggregate

UMBRELLA LIABILITY:

With Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.