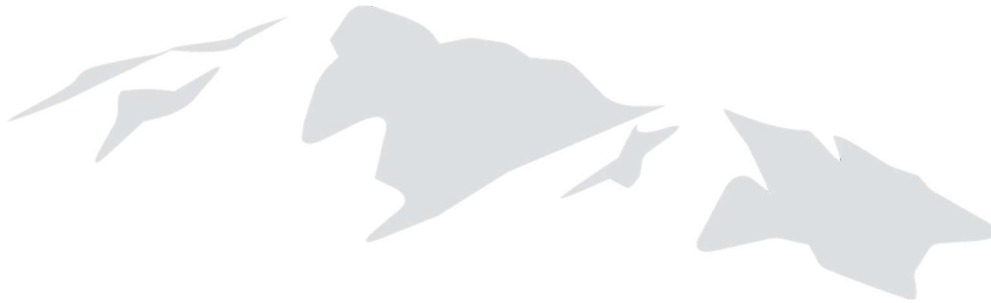




**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

**Police Department Pre-employment Psychological Evaluations and
Post-Officer Involved Shooting Evaluations**



Prepared by Deputy Chief Jake Sube

Ogden City Police Department

November 3, 2023

**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

**Police Department Pre-employment Psychological Evaluations and
Post-Officer Involved Shooting Evaluations**

Ogden City is requesting sealed proposals from qualified offerors to conduct Pre-employment Psychological Evaluations and Post-officer Involved Shooting (OIS) Evaluation services.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **December 5, 2023 no later than 11 AM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

Ad Published: November 4 & 11, 2023.

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Police Department Pre-employment Psychological Evaluations and Post-Officer Involved Shooting Evaluations

I. INTRODUCTION

The Ogden City Police Department is seeking sealed proposals from qualified local vendors to provide Pre-employment Psychological Evaluations and Post-officer Involved Shooting (OIS) Evaluation services.

Goals/Objectives

Ogden City strives to maintain:

- A. **Enhanced Officer Well-being:** The primary goal of this program is to improve and safeguard the physical and psychological well-being of our officers, ensuring they are mentally fit to serve the community.
- B. **Effective Recruitment and Selection:** To consistently select the most suitable candidates for police officer positions, reducing the risk of unsuitable individuals entering the force.
- C. **Risk Mitigation:** To mitigate risks associated with officer-involved shootings and post-OIS incidents by providing thorough evaluations and appropriate crisis intervention recommendations.
- D. **Continuity and Reliability:** Ensure that the program offers continuity and reliability in services, accommodating variable demands throughout the year.
- E. **Quality Assurance:** Maintain the highest standards of psychological evaluation in the law enforcement sector, ensuring that our officers receive the best services available.

- F. **Cost Efficiency:** While maintaining high quality, strive for cost-efficient operations to manage budgetary constraints effectively.
- G. **Transparent and Ethical Practices:** Ensure all aspects of the program are conducted with transparency, ethical standards, and compliance with industry regulations.
- H. **Sustainable Partnership:** Establish and maintain a long-lasting partnership with the selected vendor, built on trust, collaboration, and mutual goals.

It is anticipated that this RFP process will result in on contract award. The RFP document will become part of the final contract. The contract will be issued for a period of three (3) years with two (2) options to extend one-year each.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

III. RESPONSE TO RFP

Ogden City is seeking proposals from offerors capable of providing all the work described in the Scope of Work including attachments.

- A. Each Proposal must include, as a minimum, the following information:
 - 1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
 - 2. Company Experience - A description of the firm's experience and capability of fulfilling this contract if awarded.
 - a. Include company history and experience within the local community. Provide biographies and/or resumes for principal contacts.

- b. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
- c. Psychological methods – Provide the tests that are administered for Pre-Employment evaluation as well as the test administered for Officer Involved Shooting related evaluations.
- 3. Cost Proposal - A detailed breakdown of the proposed costs, Include a price guarantee period.
- 4. References – Provide list of at least three (3) references related to agencies that your organization provides similar services.
- 5. Evidence of Insurability.
- B. Proposals are to be no longer than 15 pages. Double-sided pages count as two pages.
- C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
 - a. Submitted as loose leaf with binder clip
 - b. Submitted in a regular 3-ring binder
- D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

- A. Psychological Firms experience in law enforcement pre-employment evaluations and OIS related evaluations. 35%
- B. Companies background and organization approach. 20%
- C. Company's ability to meet the varying demands of the police department's hiring process and unpredictable demands of OIS incidents. 15%
- D. Meeting industry standard for psychological test/evaluations being utilized. 15%

E. Competitive pricing. 15%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

V. SUBMISSION OF PROPOSALS

December 5, 2023, No later than 11 AM; proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

Submit to:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office

**Police Department Pre-employment Psychological Evaluations and
Post-Officer Involved Shooting Evaluations**

2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

VI. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to

property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

- a. The amount of insurance shall not be less than:
 - i) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - ii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
 - iii) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- b. Each insurance policy required by this Agreement shall contain the following clauses:
 - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
 - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

j. Under the “**Certificate Holder**” section, list the following information:

Ogden City Corporation
2549 Washington Blvd., Ste 510
Ogden, UT 84401

VII. GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City’s insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: [https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/\(S\(suopfgvelrynrtwqydthpu0\)\)/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2](https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/(S(suopfgvelrynrtwqydthpu0))/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2)

VIII. ADDITIONAL INFORMATION

Price Guarantee: All pricing should ~~must~~ be guaranteed for three (3) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract number, and address of service location or delivery address.

- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:
 Ogden City Corporation
 c/o Delaney Moss, Ogden City Police Department
 2186 Lincoln Ave.
 Ogden, Utah 84401

Or;

Email invoices to: delaneymoss@ogdencity.com

IX. GOVERNING INSTRUCTIONS

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

X. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City’s Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	November 3, 2023
1 st Ad – Standard Examiner	November 4, 2023

2 nd Ad - Standard Examiner	November 11, 2023
Last day for Q&A	November 22,2023; No later than 11 AM
RFP Response Deadline	December 5, 2023: No later than 11 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

XI. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 11 AM on November 22, 2023.

Please check the City’s Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

Thank you for your interest in doing business with Ogden City.

EXHIBIT A SCOPE OF WORK

The Ogden City Police Department is seeking proposals from qualified vendors to provide Pre-employment Psychological Evaluations and Post-officer Involved Shooting (OIS) Evaluations services.

Description of the services to be performed:

A. Pre-employment Psychological Evaluations:

1. **Candidate Suitability Assessment:** The selected vendor shall perform comprehensive psychological assessments of police officer candidates to determine their suitability for hire.
2. **Psychological Testing:** Provide a battery of psychological tests that assess cognitive, emotional, and behavioral aspects relevant to law enforcement roles.
3. **Interview and Report:** Conduct interviews with candidates and generate detailed reports outlining the psychological evaluation findings, suitability determination, and recommendations.

B. Post-OIS Evaluations:

1. **Clearance Process:** Conduct psychological evaluations of officers involved in OIS incidents as part of the clearance/return to work process.
2. **Interval Evaluations:** Perform follow-up evaluations at 6-month, 12-month, and 18-month intervals for officers involved in OIS incidents, ensuring their mental well-being and continued readiness for duty.
3. **Crisis Intervention Recommendations:** Provide recommendations for any required crisis intervention or support services based on evaluation findings.

Timeline for the completion of work:

A. Year-round Service

The Ogden City Police Department requires services to be carried out on a case-by-case basis year-round. As the department conducts numerous hiring processes annually, it is crucial for the chosen service provider to efficiently adjust to our fluctuating demands. Equally important is the service provider's ability to deliver timely pre-employment reports, ensuring the department meets specific candidate hiring deadlines. Pre-employment evaluations must not impede the hiring process, underscoring the paramount importance of timeliness. Reports should be completed within one week, but two weeks may be acceptable.

B. Variable Demand for OIS Evaluations

The frequency of Officer-Involved Shootings (OIS) incidents varies unpredictably from year to year. Consequently, it is essential for the selected company to demonstrate the capacity and flexibility to accommodate this uncertainty and meet the demand as it arises. Timeliness is paramount in the return of OIS reports. Ideally, reports should be completed within a week, but a two-week timeframe could be deemed acceptable. Additionally, the selected service provider should be willing to share verbal findings before delivering the formal report to minimize unnecessary time off for officers involved in OIS incidents.

C. Adapting to Changing Requirements

Our department's unique operational environment necessitates the ability to pivot swiftly and efficiently. The chosen vendor should be prepared to adapt to evolving circumstances, ensuring a seamless response to our needs.

D. Demonstrated Preparedness

Prospective vendors should provide evidence of their readiness to address variable demand, offering insights into their resources, infrastructure, and operational model to manage fluctuations effectively.

How and where the work is to be performed:

The work is anticipated to take place at the vendor's office, ideally situated within a reasonable driving distance from Ogden City. This physical proximity is highly valued by the Ogden Police Department (OPD) as it facilitates meaningful face-to-face interactions, ensuring comprehensive and thorough evaluations. This geographical proximity is essential to ensure that our candidates and officers can easily access evaluation services in a personal setting. In addition to this, we expect the chosen vendor to exhibit flexibility and a willingness to, albeit infrequently, respond to our location to accommodate specific needs or urgent situations. It's crucial that the work is conducted with a strong commitment to adhering to the highest standards of evaluation set forth by a certified psychological organization. This dedication to certification and comprehensive services is pivotal in upholding the quality and integrity of the assessments and evaluations we provide to our agency and officers.

Procedures to be followed:

The selected organization is expected to adhere to a set of rigorous procedures to ensure the effective provision of services. First and foremost, the organization must conduct thorough and standardized psychological assessments, both for pre-employment evaluations and post-officer OIS assessments. These assessments should align with the established best practices and guidelines of certified psychological organizations, maintaining the highest level of professional integrity. Please provide, at minimum, the psychological assessments/testing used by your organization

for the prescribed service request. Moreover, the organization must demonstrate flexibility in accommodating the variable demands of our department, which conducts multiple hiring processes each year and experiences fluctuations in the frequency of OIS incidents. Additionally, the organization should maintain a location within reasonable driving distance from our office and be willing to occasionally respond to our location when required. We expect a commitment to timely reporting, comprehensive documentation, and the ability to provide crisis intervention recommendations as needed. The selected organization is also expected to uphold ethical and confidential practices, ensuring that all evaluations and assessments are conducted with the utmost sensitivity and compliance with industry standards. This comprehensive approach to procedures is vital to meet the department's objectives and provide the highest level of service to our candidates and officers.

Successful firms shall:

1. Meet all specifications detailed within this document and scope of work.
2. Provide cost estimates within the provided RFP.
3. Participate in pre-implementation meetings.
4. Provide timely comprehensive psychological reports for pre-employment and OIS related evaluations.
5. Regularly communicate with administrative staff in relation to conducted evaluations, both pre-employment and OIS.
6. Provide guidance and opinion on completed evaluations.
7. Assist the police department in formulating a scoring system for completed pre-employment evaluations to reduce subjectivity in evaluation reviews.