

# ROCHESTER POLICE DEPARTMENT CITY OF ROCHESTER, NY



Police Chief Michael L. Ciminelli

## Request For Proposals

### Psychological Fitness for Duty Evaluation For Law Enforcement Officers

Mark Simmons  
Deputy Chief of Administration  
Public Safety Building, 6<sup>th</sup> Floor  
185 Exchange Blvd.  
Rochester, New York 14614

## SECTION I: SCOPE OF SERVICES

### 1.1 PURPOSE

The Rochester Police Department is soliciting proposals from qualified and licensed service providers for the performance of psychological fitness for duty evaluations for Police Officers. These evaluations are intended to provide the Police Department with information regarding the competency of individual Police Officers to safely perform the duties of their job.

### 1.2 ISSUING OFFICE

This Request For Proposals is issued by the Rochester Police Department. The Deputy Chief of Administration of the Rochester Police Department is the sole point of contact in the City of Rochester for this RFP. All questions regarding proposals will be directed in writing to:

Mark Simmons  
Deputy Chief of Administration  
Public Safety Building, 6<sup>th</sup> Floor  
185 Exchange Blvd.  
Rochester, New York 14614

Fax: 585-428-6565  
E-mail: [mark.simmons@cityofrochester.gov](mailto:mark.simmons@cityofrochester.gov)

All questions and responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address.

### 1.3 SCOPE OF SERVICES TO BE PROVIDED

Each proposal shall exhibit an understanding that a fitness for duty evaluation of a Police Officer requires a formal psychological examination that takes into account the police work environment, essential job functions, the police culture, and must withstand the highest level of scrutiny for thoroughness, due diligence, ethical propriety, and validity.

- A. Officers are referred for an evaluation of fitness for duty by a designee in the Office of the Chief of Police. Information regarding performance and/or behavioral observations that prompted concern regarding performance will be provided to the evaluator by the department prior to an examination.

An appointment to begin the fitness for duty evaluation will be provided within two business days of the referral from the department.

- B. Consent

1. Prior to the start of a fitness for duty examination, the evaluator will meet with the Officer to explain the purpose and conditions under which the evaluation is being conducted. The Officer is to be provided with a typewritten **Disclosure Statement** (consent form) that details the relevant information about the evaluation process. The Officer is required to read and then sign the form.
2. In addition to the disclosure statement, each Officer will be asked to read and sign a **Release of Information Waiver** stating that the Rochester Police Department is the client of record, and that a written report of the assessment will be provided to the Police Department.
3. The Officer will also be asked to sign Release of Information Waivers in order to allow the evaluator to obtain medical information from hospitals, doctors, and counselors who have provided relevant medical care to the Officer in the past.

### C. Examiner Qualifications

- Be a licensed psychiatrist with education, training, and experience in the diagnostic evaluation of mental and emotional disorders;
- Possess training and experience in the psychological evaluation of law enforcement personnel;
- Be familiar with the police psychology literature, and the essential job functions of the employee being evaluated;
- Be familiar with relevant state and federal statutes and case law, and other legal requirements, related to employment and personnel practices (e.g. disability, privacy, third-party liability);
- Satisfy any other minimum requirements imposed by local jurisdiction or law;
- Examiner should have particular training and experience in forensic psychiatric assessment. The examiner should be prepared by training and experience to qualify as an expert in any related adjudicative proceeding.

### D. Successful service providers shall provide the following information prior to final award of a contract for services:

- Documentation of the professional licensing of staff, and qualifications that demonstrate that they are skilled in evaluating individuals with diverse ethnic, racial and cultural backgrounds, including both males and females. (Verification of education, licensing and experience of staff will be made following the selection of the top ranked proposal.)

### E. Other elements to be included in an acceptable proposal for service:

- Appearing and testifying before the Civil Service Commission or in a court of law, as needed.
- The Rochester Police Department shall be allowed to cancel a candidate's appointment for testing and/or interview without charge, with a 24-hour notice.
- Provide a ten (10)-day turnaround between the testing and evaluation of a candidate and the submission of an evaluation report to the Rochester Police Department.
  - This report will include a description of the rationale for the fitness for duty evaluation, the methods employed, and a clearly articulated opinion that the examinee is presently fit or unfit for unrestricted duty. The content of the report should be guided by consideration for the terms of informed consent, the employee's authorization, and the pertinence of the content to the examinee's psychological fitness, the employing agency's written policies and procedures, the applicable terms of any labor agreement, and relevant law.
  - When the examinee is found unfit for unrestricted duty, the report will contain the following minimum information unless prohibited by law, agency policy, labor agreement, the terms of the employee's disclosure authorization, or other considerations.
    - A description of the employee's functional impairments or job-relevant limitations; and
    - An estimate of the likelihood of, and time frame for, a return to unrestricted duty, and the basis for the estimate and a recommendation for treatment.

- Identify one individual staff member to act as a Contract Coordinator who will monitor contract provisions and be available to meet with Police Department representative to discuss and clarify evaluation reports.

F. Except as otherwise specified in a final agreement, all equipment, materials and supplies required to carry out the provisions of this proposal and to perform the services described above shall be furnished by the service provider and shall be fit for their purpose to the reasonable satisfaction of the Police Department.

#### 1.4 SERVICE EXPERIENCE DATA

The Rochester Police Department has conducted an average of 37 fitness for duty evaluations each of the last three years.

#### 1.5 TERM OF AGREEMENT

The terms of an agreement for services shall be for one (1) year commencing November 1, 2017 and ending October 31, 2018. Thereafter, upon the mutual agreement of both the Rochester Police Department and the service provider this contract may be renewed annually, for up to four (4) additional and consecutive one (1) year periods.

#### 1.6 AMENDMENT OF RFP

The City of Rochester may amend the RFP upon notification to all potential vendors.

#### 1.7 RFP WITHDRAWAL

The RFP may be withdrawn by the City of Rochester for any reason and the City of Rochester shall have no liability for any costs incurred in preparing the proposal.

#### 1.8 PROPERTY OF THE CITY OF ROCHESTER

The proposal and all materials submitted with the proposal shall become the property of the City of Rochester and will be subject to the NYS Freedom of Information Law. Any proprietary information submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted.

#### 1.9 PROFESSIONAL SERVICE AGREEMENT

The successful Service Provider will be required to enter into a Professional Service Agreement (PSA) with the City of Rochester. The PSA is Attachment A of this RFP. All Professional Service Agreements that exceed \$10,000 require City Council approval.

### **SECTION II: PROPOSAL SUBMISSIONS**

#### 2.1 FORMAT

All proposals must be submitted in the format set forth below in order to assist a uniform review process.

##### 2.1.1 TITLE PAGE

The title page will reflect the Request for Proposal subject, name of the company, address, contact person's name, telephone number and fax number.

### 2.1.2 SIGNATURE

All proposals submitted MUST include a signature which has been signed by an individual who is authorized to bind the Service Provider to a service agreement.

### 2.1.3 TABLE OF CONTENTS

The proposal must contain a Table of Contents which indicates the material included in the proposal and page numbers.

### 2.1.4 DESCRIPTION OF SERVICE PROVIDER

Provide a brief history and description of the Service Provider, including a copy of the most recent annual report, the size of the business, number of employees, annualized dollars of payroll, and number of years in existence.

Discuss the leadership of your organization, and cite accomplishments of individuals who will provide direct oversight of services to be proposed for this contract.

### 2.1.5 EXPERIENCE

Provide a summary of the Service Provider's experience with fitness for duty evaluations; please specify experience in the law enforcement area.

Provide additional information that may distinguish your company from competitors.

Provide a list of references to include a list of current clients, including a contact person and telephone number for each account, date of original contract and expiration for each, number of renewals, and size of business.

### 2.1.6 PRESENTATION

All potential Service Providers may be requested to provide on-site presentations in addition to their written proposals at the discretion of the Rochester Police Department.

### 2.1.7 RESPONSE TO SCOPE OF SERVICES TO BE PROVIDED

Include a description of your proposed service approach and the rationale underlying that approach.

List each of the items outlined in Section 1.3 and affirm your organization's intent to comply as written, provide information regarding your firm's recommendations for fulfilling the requirement, or provide information needed to evaluate your organization's ability to meet the Rochester Police Department's needs.

### 2.1.8 COST PROPOSAL

The cost proposal section must include all costs associated with the organization's plan to carry out the requested service.

## 2.2 SUBMISSION OF PROPOSALS

Five (5) copies of a written proposal are to be submitted to:

Mark Simmons  
Deputy Chief of Administration  
Public Safety Building, 6<sup>th</sup> Floor  
185 Exchange Blvd.  
Rochester, New York 14614

All proposals must be received by, or postmarked by, **5:00 PM on Friday, June 2, 2017.**

## 2.3 Schedule

Deadline for questions:	May 26, 2017
Deadline for submission of proposals:	June 2, 2017
Selection of Service Provider:	August 1, 2017
Start date for service provision:	November 1, 2017

## SECTION III: REVIEW OF PROPOSALS

3.1 All proposals will be reviewed by a committee appointed by the Chief of Police. All responding Service Providers will be notified of the outcome of the review.

3.2 Criteria for Selection of a successful proposal will be:

- Experience with performance of fitness for duty evaluations.
- References from other agencies that have used services provided by agency.
- Qualifications and skills of service manager and staff that will be providing services
- A proposal that is complete, covering all points mentioned in the scope of services section of the Request for Proposals.
- A cost proposal that is reasonable and realistic.
- The selection of the consultant is within the City of Rochester sole discretion, and no reasons for rejection or acceptance of proposal are required to be given. The decision will not be based solely on price.
- Preference will be given to Service Providers who are certified M/WBE, and who are located within the City of Rochester through additional weighting (vendor partnerships may be used as strategy).

## ATTACHMENT A

### AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT**, is made this \_\_, day of \_\_\_\_\_, 20 , by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and \_\_\_\_\_ with offices located at \_\_\_\_\_, hereinafter to as the "Consultant".

#### WITNESSETH:

**WHEREAS**, the City desires to secure the professional services of a Consultant to provide \_\_\_\_\_, hereinafter referred to as "the Project", and

**WHEREAS**, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

#### SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A.

#### SECTION 2. CITY RESPONSIBILITIES

#### SECTION 3. TERM

The duration of the agreement will be from \_\_\_\_\_

#### SECTION 4. FEE

#### SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

## **SECTION 6. INDEMNIFICATION**

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

## **SECTION 7. INSURANCE**

Consultant shall acquire insurance in an amount sufficient to cover any and all claims for damages that may arise under this agreement, including personal injury, death, damage to property, and if applicable, monetary damages. Consultant shall submit proof of insurance listing the City as an additional insured and providing thirty (30) days notice of cancellation to the City. In no event shall such insurance exclude from coverage any municipal operations or municipal property related to this Agreement. Such policy(ies) shall be subject to City approval.

## **SECTION 8. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE**

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

## **SECTION 9. EQUAL OPPORTUNITY**

### **A. General Policy**

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations.

### **B. Definitions**

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

### **C. Compliance**

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ



minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries in the hiring process related to prior criminal convictions. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

## **SECTION 10. COMPLIANCE WITH ALL LAWS**

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

## **SECTION 11. AUDIT**

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

## **SECTION 12. PROHIBITION AGAINST ASSIGNMENT**

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

### **SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE**

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

### **SECTION 14. EXTENT OF AGREEMENT**

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

### **SECTION 15. STATUS AS INDEPENDENT CONTRACTOR**

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

### **SECTION 16. LAW**

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

### **SECTION 17. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

### **SECTION 18. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

### **SECTION 19. DEBARMENT AND SUSPENSION**

The Consultant certifies, by the signing of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

### **SECTION 20. TERMINATION FOR DEFAULT**

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that

part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

## **SECTION 21. LIVING WAGE REQUIREMENTS**

### **A. Applicability of Living Wage Requirements**

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are at least \$50,000, or involves retention by the Consultant of fees of at least \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder of at least fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

### **B. Compliance**

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

### **C. Exemption**

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

## **SECTION 22. COMPLIANCE WITH MACBRIDE PRINCIPLES**

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

### **CITY OF ROCHESTER**

BY: \_\_\_\_\_  
Lovely A. Warren - City of Rochester

### **CONSULTANT**

\_\_\_\_\_  
Name:  
Taxpayer Id. No.:

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, Lovely A Warren, personally known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

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Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public