City of Franklin, Tennessee Request for Proposals

Purchasing Office Solicitation No.: 2020-011

1. Solicitation identified: This Request for Proposals applies to the following procurement solicitation:

police promotional process assessment services

Purchasing Office Solicitation No.: 2020-011

2. Notice to Proposers publication date: **November 14, 2019**

3. Solicitation release date: **November 14, 2019**

4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **December 5, 2019, 2:00 p.m. Central Time**

5. Proposals submittal deadline and scheduled opening: **December 17, 2019, 2:00 p.m. Central Time**

6. Tentative date for discussions with one or more finalists, if such discussions are to be conducted: **to be determined**

7. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **January 10, 2020**

8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible proposer that submits the responsive proposal that best meets the needs of the City: **January 14, 2020**

9. Target effective date for term of award: **On or about January 20, 2020**

10. Objective: To award, by means of a competitive procurement process, to the responsible proposer that submits the responsive proposal that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to render the services, and to prepare and produce the desired deliverables, all as described below. See the accompanying Instructions for Proposers for additional information and instructions, including the definitions of the terms "responsible proposer" and "responsive proposal."

11. Exceptions:

    a. To avoid the need to take an exception to this procurement solicitation, potential proposers may request revisions to the same before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Proposers for contact information.

    b. Any deviation or variance from this procurement solicitation shall be considered by the City to be an exception.

    c. Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer and provided in or with the proposal. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the proposal.

12. General terms and conditions:

    a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to supply and deliver the required products and/or render the required services.

    b. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the proposer prefers alternate payment terms, then the proposer shall indicate, both in its proposal as well as on the Proposal Submittal Form, its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

    c. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in this procurement solicitation the same as though they are written out in full herein.

    d. Use of subcontractors: The proposer awarded the purchase may not subcontract any service component of the award except as is indicated in its proposal. Requirements for references and insurance shall apply to any subcontractor.

e. Safe work area: The proposer awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the proposer and/or the proposer's subcontractors, if any.

f. Other documents to be required of the proposer recommended to be awarded the purchase: See the accompanying "Instructions for Proposers" for a listing of other documents to be required of the proposer recommended to be awarded the purchase.

g. Damages: The proposer awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the City at the proposer's own expense and at no additional charge to the City.

h. Terms and Conditions: By submitting its proposal, the proposer certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

i. Refusal to honor submittal: If and after an award is made by the City, if the proposer refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

j. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the proposer indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the proposer's representation that materials supplied by the proposer do not contain trade secrets or proprietary information which is not subject to public disclosure.

13. Detailed requirements: Please note:

- Proposers shall provide in or with their proposal a detailed description of any goods, products, items, software and/or hardware included in their proposal, as well as the proposed services to be rendered.
- Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer and provided in or with the proposal. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.

13.1. Overview and purpose

The City of Franklin seeks to retain a qualified and competent service provider to provide validated promotional processes for the City's Police Department positions of Master Patrol Officer, Detective, Lieutenant and Sergeant. The City's goal is to hire the best candidates for its promotional positions in a timely and organized manner.

Promotional processes are typically conducted every other year and the City prefers to use an outside service provider who provides a validated service to benefit the Police Department, the City and the public.

The services are next scheduled to be needed in early 2020 and will be conducted at the Franklin Police Department headquarters.

See the accompanying Instructions for Proposers for additional information.

13.2. Background and context; information supplied

The City of Franklin has been using an outside service provider to conduct the promotional processes for its Police Department under short term contracts. The City is now seeking to partner with a service provider for an extended term of award.

Franklin, Tennessee is home to approximately 78,000 citizens and is the eighth fastest growing city in the nation according to the 2017 U.S. Census. The City covers 30 square miles. The Police Department consists of 153 full-time and part-time employees. The Police Department is budgeted for 12 Master Patrol Officers, 15 Detectives, 18 Sergeants, and 10 Lieutenants. Slightly different from other departments, the department relies heavily on its lieutenants and sergeants and frequently engages them as command staff.

The number of eligible candidates vary from year to year; however, from the 2018 testing process the City had three candidates for MPO, two candidates for detective, 15 candidates for sergeant and 10 candidates for lieutenant. Candidates for these positions are all internal.

Detective and MPO processes consist of oral interview questions with internal and/or external assessor panels. Previous sergeant and lieutenant processes have included oral interview questions, plus another form of testing (essay, oral presentation, mock meetings, etc.).

This will be the first testing for Deputy Chief in five years. It is not a yearly process. Previous testing included an in-basket exercise, oral presentation and a written presentation. This testing will include external candidates. The department has one budgeted position to fill.

Testing for MPO, detective, sergeant and lieutenant will be conducted in the City of Franklin Police headquarters. Testing for Deputy Chief will be conducted at an offsite location determined by the City. The City is responsible for finding and coordinating with assessors.

13.3. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties. The City is targeting an effective date of approximately January 20, 2020.

At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the proposer awarded the purchase may choose to exercise an option to extend the term of award four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if the proposer awarded the purchase chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at the City's discretion, such as if the City does not have or anticipates not having a successor service provider selected by the expiration of the term of award, including any extensions anticipated by this procurement solicitation if exercised, the City and the proposer awarded the purchase may negotiate an additional extension beyond such expiration. Note that the City and the proposer awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.

13.4. Anticipated scope of work and deliverables

The services sought by the City are anticipated to include the following assessment center options for Master Patrol Officer, Sergeant, Lieutenant and Detective:

- Master Patrol Officer – assist in creating up to ten interview questions.
- Sergeant – assist in creating up to five interview questions and another form of testing (essay, oral presentation, mock communication meeting, etc.).
- Lieutenant – assist in creating up to five interview questions and another form of testing (essay, oral presentation, mock communication meeting, etc.).
- Detective – assist in creating up to ten interview questions.
- Deputy Chief – Create up to 3 (three) testing options (in-basket exercise, oral presentation, written presentation, essay, press release, etc.) Final options will be determined later.

During the assessment center, at least one person from the proposer awarded the purchase is required to be on site to facilitate the process. The proposer awarded the purchase will conduct an in-person orientation and provide print-outs for candidates. The proposer awarded the purchase must also provide rating sheets for assessors and conduct rater training for assessors. Electronic score sheets are acceptable. Completed scoring will need to be provided within two weeks, and the proposer awarded the purchase must be able to provide hard copies of score sheets and notes within four weeks of completion of exams.

13.5. Evaluation criteria

The following criteria shall be used to evaluate response submittals:

A. Competency, experience and qualifications: Competency, experience and qualifications of the firm, as well as of key personnel to be assigned to the City, with scopes of work for clients of similar description. Quality and relevance of the identified client references. Any conflicts of interest between the firm and/or its key personnel and the City. Whether the firm has the financial wherewithal to perform the services described by the Request for Proposals. Value: up to 30 points.

B. Thoroughness and quality of proposal: Thoroughness and degree of responsiveness of the proposal to the Request for Proposals, including the Instructions for Proposers and other component documents to the solicitation package. Degree to which the proposal conveys an understanding of the City's needs. Degree to which the proposal predicts the results of the City accepting that proposal and whether those results would address the City's stated goals and objectives. Value: up to 25 points.

C. Methodology and approach; pricing and payment clarity: Soundness of proposed methodology and approach. Clarity of proposed pricing. Clarity of payment timing. Value: up to 15 points.

D. Schedule: Acceptability of proposed project schedule. Value: up to 10 points.

E. Fee for proposed products and services: Value of grand total pricing, including expenses, with more points awarded to lower pricing. Value: up to 20 points.

13.6. Information required to be included in proposal

The following information shall be included by the proposer in its submittal in order for it to be considered responsive:

A. Competency, experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
2. Describe the firm's experience, expertise, and capabilities, especially with respect to similar scopes of work and clients, that makes it well qualified for this procurement.
3. Identify key personnel that would be assigned to the City and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified for this procurement.
4. Indicate the degree of availability of each identified individual for this procurement. Identify the number of additional projects which will be managed by key personnel during the timeframe of this procurement.
5. Identify how long the organization has been providing the services being requested.
6. Describe the firm's past success, including whether the procurement was completed on time, within budget and to a high level of quality, especially with respect to similar scopes of work and clients.

7. List at least three (3) but no more than five (5) different clients for whom, within the last three (3) years, the firm has provided services closely resembling the services being requested, specifically public sector experience in law enforcement. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the City of Franklin, and note the period of time the firm was or has been retained by the client. For each client, include the name, title, street address, current e-mail address, and current telephone number of the person best informed and qualified to speak about the experience of the client with the firm that the City of Franklin may contact as a reference for that client. If the City of Franklin is a current or past client of the proposer for similar services, then list the City of Franklin in addition to the list of other client references.
8. Provide either example assessments (i.e., interview questions, practical, and process outline and schedule) developed for similar scopes of work and clients (any client-specific information, including name of the client, may be redacted), or sample assessments for similar scopes of work.
9. Indicate the firm's level of success over the most recent five (5) years with establishing and defending the validity of the services it has provided for similar scopes of work and clients.
10. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.
11. Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested.
12. Indicate the ability of the firm to meet the City's insurance requirements (see below).

B. Thoroughness and quality of proposal:

1. Provide evidence that you understand the City's needs as described in the Request for Proposals.
2. Provide evidence that you have responded thoroughly to the Request for Proposals, including the Instructions for Proposers and other component documents to the solicitation package.
3. Predict the likely outcome from the City's perspective if the City should choose to accept your proposal. Identify and describe the benefits the City would be likely to derive from accepting your proposal, and what measures the respondent would employ to maximize the likelihood of the City achieving those benefits.
4. Indicate whether the City accepting your proposal would be likely to result in the City achieving its objectives. Explain whether and how the likely outcome predicted by the respondent would advance the City's interests.

C. Methodology and approach; pricing and payment clarity:

1. Identify, describe and explain the proposed methodology and approach to achieving the City's desired results and outcomes.
2. Explain the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City, including travel. Clarity to avoid misunderstandings is valuable.
3. Indicate when payments would be due, whether they would be tied to milestones, and what those milestones would be.

D. Schedule:

1. Present a proposed assessment schedule which identifies all major events and tasks to be performed by the firm and the City, to include meetings and milestones. The schedule shall include allowances for periods of times and meetings required for City input as well as for the City's review and approval of submissions.
2. Provide evidence of the firm's ability to complete and capacity to deliver the scope of work within the time frame indicated in the proposal.

E. Fee for proposed products and services:

1. Pricing shall be quoted by rank for each assessment process. Identify the amount of the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City.
2. Identify the maximum amount for any actual, reasonable and necessary travel expenses that would be directly attributable to the services to be rendered pursuant to this procurement solicitation, including for airfare, car rental, fuel, mileage, parking, lodging and meals, for which the firm would seek reimbursement by the City. Any reimbursable travel expenses shall be documented and shall total no more than the maximum amount for travel expenses to be reimbursed by the City as identified in the proposal unless any excess amount is authorized by the City Administrator in writing and in advance. Any reimbursable travel expenses for lodging and meals shall not exceed the then-current respective per diem rates for the continental U.S. (CONUS) developed by the U.S. General Services Administration for Franklin, Williamson County, Tennessee.
3. Identify the maximum amount for any actual, reasonable and necessary other out-of-pocket expenses that would be directly attributable to the services to be rendered pursuant to this procurement solicitation for which the firm would seek reimbursement by the City. Any such expenses shall be documented and shall total no more than the maximum amount for such expenses to be reimbursed by the City as identified in the proposal unless any excess amount is authorized by the City Administrator in writing and in advance.

13.7. Insurance Requirements

Before award of the procurement by the City, the proposer recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• $1,000,000 Each Occurrence • $2,000,000 General Aggregate • $1,000,000 Personal and Advertising Injury • $2,000,000 Products-Completed Operations Aggregate • Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder[1] as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate Holder[1] only
Workers Compensation[2]	• Statutory Limits • Waiver of Subrogation shall apply	Certificate Holder[1] only
Employers Liability[2]	• $1,000,000 Bodily Injury Each Accident • $1,000,000 Policy Limit Bodily Injury by Disease • $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder[1] only
Professional Liability	$2,000,000 Each Incident	Certificate Holder[1] only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the proposer awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the proposer awarded the purchase, unless and until the proposer awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the proposer awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the proposer awarded the purchase, unless and until the proposer awarded the

[1] Certificate Holder shall be listed as follows:
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

[2] Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

The proposer awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The proposer awarded the purchase may not subcontract any service component of the award except as is indicated in its proposal.