

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP R27547

For

“KCKPD 2017- Validated Promotional Testing System”

Article I. General Information.....	4
Section 1.01 Method of Source Selection.....	4
Section 1.02 Purpose.....	4
Section 1.03 Existing Environment	4
Section 1.04 Required Review.....	4
Section 1.05 Protests and Appeals.....	5
Section 1.06 Inquiries - Clarifications	5
Section 1.07 Amendments & Addendums.....	5
Section 1.08 Alternate Proposals	5
Section 1.09 Implied Requirements.....	5
Section 1.10 Project Timetable & Contract Term	5
Section 1.11 Location of Work.....	6
Section 1.12 Proposals and Presentation Costs	6
Section 1.13 Disclosure of Proposal Contents.....	6
Section 1.14 Cooperative Procurement	6
Section 1.15 Independent Contractor Relation	6
Section 1.16 Determination of Responsibility.....	7
Section 1.17 Evaluation	7
Section 1.18 Equal Treatment.....	7
Section 1.19 Award.....	7
Section 1.20 Tax Clearance for Taxes Owed to Local Governments.....	7
Section 1.21 Notification of Award.....	8
Section 1.22 Right to Reject Proposals.....	8
Section 1.23 Mistakes in Proposals Discovered Prior to Award	9
Section 1.24 Mistakes in Proposals Discovered after Award.....	9
Section 1.25 Ownership of Reports, Drawings, Specifications, etc.	9
Article II. Standard Proposal Information	9
Section 2.01 Proposal Submittal.....	9
Section 2.02 Authorized Signature	10
Section 2.03 Site Inspection.....	10
Section 2.04 Supplemental Terms and Conditions.....	10
Section 2.05 Discussions with Offerors.....	10
Section 2.06 Prior Experience	11
Section 2.07 Evaluation of Proposals	11
Section 2.08 Contract Negotiations	11
Section 2.09 Failure to Negotiate	11
Article III. Standard Contract Information	12
Section 3.01 Contract Type	12
Section 3.02 Contract Approval.....	12
Section 3.03 Proposal as a Part of the Contract.....	12
Section 3.04 Additional Terms and Conditions.....	12
Section 3.05 Insurance Requirements.....	12
Section 3.06 Bid Bond - Performance Bond.....	13
a) Bid Bond.....	13

(b)Performance Bond	13
Section 3.07 Proposed Payment Procedures	14
Section 3.08 Proposed Payment Option	14
Section 3.09 Informal Debriefing	14
Section 3.10 Contract Personnel	14
Section 3.11 Contract Changes - Unanticipated Amendments	14
Article IV. Required Contractual Terms and Conditions	14
Section 4.01 Agreement with Kansas Law	15
Section 4.02 Kansas Cash Basis Law	15
Section 4.03 Payment of Taxes.....	15
Section 4.04 Disclaimer of Liability.....	15
Section 4.05 Anti-Discrimination Requirements.....	15
Section 4.06 Termination for Default	16
Section 4.07 Termination for Convenience	17
Section 4.08 Disputes	18
Section 4.09 Representations.....	18
Section 4.10 Ownership of Materials	19
Section 4.11 Availability of Records and Audit.....	19
Section 4.12 Assignment	19
Section 4.13 No Limit of Liability.....	19
Section 4.14 Indemnification.....	Error! Bookmark not defined.
Section 4.15 Transition	19
Article V. Background Information	20
Section 5.01 Background Information.....	20
Article VI. Project Scope.....	20
Section 6.01 Scope of Work	20
Section 6.02 Deliverables	Error! Bookmark not defined.
Article VII. Proposal Format	25
Section 7.01 Proposal Format and Content	25
Section 7.02 Electronic Filing Requirements	26
Section 7.03 Introduction.....	26
Section 7.04 Understanding of the Project	27
Section 7.05 Methodology Used for the Project.....	27
Section 7.06 Management Plan for the Project.....	27
Section 7.07 Experience and Qualifications	27
Section 7.08 Cost Proposal	27
Article VIII. Evaluation and Selection	28
Section 8.01 Selection Criteria	28
Article IX. Attachments	31

Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, Police Department is accepting competitive proposals from qualified individuals, firms, partnerships and corporations to develop and implement a validated promotional testing system.

The Unified Government Police Department is seeking assistance in the development and implementation of a validated promotion testing system. Formal testing procedures are utilized for the positions of Sergeant, Detective and Captain. These three (3) promotion ranks represent approximately 125 positions of the current authorized strength of 379 officers.

Additional, updating jobs in the Police Department according to the American with Disabilities Act (ADA) essential job function classification requirements is required. The general rule of the ADA is that covered employers may not discriminate against a qualified applicant or employee with a disability who can perform the essential functions of the job, with or without reasonable accommodation. Application of the rule requires that an employer Vendors providing such services must meet the requirements, as specified herein.

The KCK Police Department maintains the right to exercise the option to use this contract for the next promotion selection period occurring within thirty (30) months from December 14, 2017.

Section 1.03 *Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 *Required Review*

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance, Room 649, 701 North 7th Street, Kansas City, Kansas 66101, ATTN: Richard R. Rocha or e-mail rrocha@wycokck.org. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Section 1.07 Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section 1.08 Alternate Proposals

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

Section 1.09 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Proposed Project Schedule Date	Event
August 2, 2017	Distribution of RFP
August 15, 2017	Deadline for respondents to submit written questions (3:00, CST)
August 18, 2017	Deadline for answering questions from respondents will be provided (1:00, CST)
August 31, 2017	Responses due before 2:00 p.m. CST
TBD	Notice to Shortlisted firms selected for interviews (if required)
TBD	Notice of Award

The length of the contract will be from the date of award and continue for a term length of **one (1) year with four (4), one (1) year extensions** provided neither party has terms they wished changed.

Section 1.11 Location of Work

The location(s) the work is to be performed is within the Unified Government of Wyandotte County/Kansas City, Kansas Police Department.

Section 1.12 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.14 Cooperative Procurement

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section 1.15 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant there to concerning such persons and shall hold the Unified Government

harmless with respect thereto.

Section 1.16 Determination of Responsibility

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.17 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

Section 1.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

Section 1.20 Tax Clearance for Taxes Owed to Local Governments

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract

by the County. (Form *will be provided by the Unified Government*).

Section 1.21 Notification of Award

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form *will be provided by the Unified Government*).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Contractor will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.
- Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5098 for information regarding compliance requirements.”
- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.

Section 1.22 Right to Reject Proposals

The Unified Government reserves the right without contest to accept or reject any proposal.

Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,

- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date, or may choose to negotiate with those submitting proposals.

Section 1.23 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government's Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Section 1.24 Mistakes in Proposals Discovered after Award

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Section 1.25 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

Article II. Standard Proposal Information

Section 2.01 Proposal Submittal

A respondent may submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>. Also one (1) copy of the complete response must be submitted on a flash drive in Word Format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – **“R27547-KCKPD 2017- Validated Promotional Testing System”**

One (1) original, Five (5) copies of your proposal and supplementary material, along with 1 copy on .pdf format on flash drive, should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.02 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.03 Site Inspection

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.04 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] If the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.05 Discussions with Offerors

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement

officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.06 Prior Experience

In order for their offers to be considered responsive, Prospective proposers shall have a minimum of five (5) years' experience in developing, validating, administering and scoring testing programs to determine qualified applicants for sworn positions.

A offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.07 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

Section 2.08 Contract Negotiations

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.09 Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

The Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section 3.01 Contract Type

This contract is a FIXED FIRM PRICE contract.

Section 3.02 Contract Approval

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 Insurance Requirements

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful Respondent shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful Respondent to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Worker Compensation

Applicable State	Statutory
General Liability	
Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

1. Additional Insured shall read exactly as follows:
The Unified Government shall be named as additional insured with respect to the work performed for this contract: **(RFP27547 Police Promotional Testing)**
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days prior written notice to the certificate holder.
3. Certificate Holder:
Provide "RFP27547 Police Promotional Testing" in the "miscellaneous" area of certificate. Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section 3.06 Bid Bond - Performance Bond

(a) Bid Bond

Offerors must obtain a bid bond and submit it with their proposal. A bank-certified check, cash or a Bid Bond underwritten by a surety company licensed to issue Bid Bonds in the State of Kansas must accompany all bids in excess of \$20,000.00. The bank certified check, cash or Bid Bond shall be in an amount not less than five percent (5%) of the total bid. The Bid Bond shall be in substantially the Bid Bond form provided in the specification document. The check or Bid Bond shall be made payable to the Unified Government of Wyandotte County/Kansas City, Kansas. Proposals submitted without a bid bond will be rejected.

If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the offeror received notice from the procurement officer.

(b) Performance Bond

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be equal to the entire dollar value of an offeror's offer for the full term of the contract. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. An offeror's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

Section 3.07 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.08 Proposed Payment Option

A Virtual Payment Option is now available. If you would like to learn contact, Leah Klotz, Accounts Payable, 913-573-5256

Section 3.09 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Section 3.10 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.11 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments Unified Government Procurement Code Regulation R7-101.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless

specifically modified in writing:

Section 4.01 Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Section 4.02 Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Section 4.03 Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.04 Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Section 4.05 Anti-Discrimination Requirements

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

Unified Government WYCO/KCK

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Section 4.06 Termination for Default

If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to

make progress,

and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Section 4.07 Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.

The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.08 Disputes

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.09 Representations

The Contractor makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10 Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Section 4.11 Availability of Records and Audit

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.12 Assignment

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.13 No Limit of Liability

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.14 Indemnification

Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Section 4.15 Transition

- a. The Offeror shall work with the Unified Government of Wyandotte County, its Designated Agent, and the incumbent Offeror to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the Unified Government of Wyandotte County.
- b. Upon expiration, termination, or cancellation of the Agreement, the Offeror shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by the Unified

Government of Wyandotte County. The Offeror shall provide and/or perform any or all of the following responsibilities:

- i. The Offeror acknowledges that the records, documentation, reports, data, etc., contained with the offeror is property of the Unified Government of Wyandotte County. Further, the records, documentation, reports, data, etc. shall be provided to the Unified Government of Wyandotte County by Offeror in a workable, software-compatible format at no cost to the Unified Government of Wyandotte County.
- ii. The Offeror shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Unified Government of Wyandotte County. The Offeror agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date.

Article V. Background Information

Section 5.01 Background Information

The Unified Government of Wyandotte County/ Kansas City, Kansas Is a consolidated city/ county government serving all of the citizens of the City of Kansas City, Kansas and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

The Unified Government of Wyandotte County Kansas City, Kansas and the KCKPD primary objective is to seek assistance in the development and implementation of a validated promotional testing system for the ranks Sergeant, Detective and Captain.

Article VI. Project Scope

Section 6.01 Scope of Work

Specific tasks of the objective include:

Task 1- Definition of Job Description

Task 2- Test Development

Task 3- Validate or modify and validate Current KCKPD Performance Evaluation System

Task 4- Candidate Review and Preparation

Task 5- Test Administration and Validation

Task 6- Final Report and Presentation

General Approach:

Where the unmet needs of deficiencies are identified, specific recommendation should be made on how to correct the deficiency or fill the need. All findings, conclusions and recommendations must be justified and documentation, including working papers, must be made available upon request. For each program service area identified, both short-term and long-term aspects should be assessed and incorporated into alternatives and recommendations.

Task 1: Definition of Job Description

Review of existing job descriptions for identified promotional candidate positions (Sergeant, Detective and Captain) in order to obtain a pragmatic overview of the duties and responsibilities of each position and its relationship to other positions in the Police Department.

Task will entail a detailed job description for each position classification with identification of essential job functions. Document class specifications for each class, including the minimum skills required to satisfactorily perform the duties. Documentation in the job description should include:

- **Job Title:**
This is a description of the job title or classification.
- **Definition:**
This section should contain a brief description of the position, the level and/or type of supervision received by the employee, identification of who the employee is responsible to, and the type and/or level of judgment used by the employee when performing tasks.
- **Equipment/Job location:**
This section should describe the type of equipment used by the employee, the location and environment in which the job is usually undertaken, and any special environmental conditions or physical requirements the employee may encounter.
- **Essential Job Functions:**
This section should identify “essential job functions” of the job-basic duties for which the job was created which cannot normally be transferred to another position without disruption in the flow or process of work.
- **Examples of Work Performed:**
Listing duties that are *not* “essential functions”, but are typically undertaken or expected of the employee.
- **Required Knowledge and Abilities:**
Listing of the basic knowledge and abilities the employee will need to adequately perform the job. These may be specific and broad-based requirements. They should be job-related.
- **Qualifications:**
Listing of the basic and minimum qualifications every employee in the position must have to be considered for employment.

Task 2: Test Development

Development of a three (3) component testing procedure which should include written, oral and assessment center based evaluation components. Testing questions and materials include a review of important and frequently occurring job tasks.

Written Test:

This test component should be designed to test the active memory of job-related materials and questions on the Unified Government of Wyandotte County/Kansas City, Kansas Police Department policies and procedures. The test should include one (1) phase of written materials.

- **Closed Book Multiple Choice Knowledge Test:**

This component of the testing program will test active memory of job-related materials and questions on policies and procedure of departmental general orders and standard operating procedures (General Orders and Standard Operating Procedures enclosed in Addendum I).

Offeror must identify textbook materials, technical documents, and knowledge sources that would be used for testing background materials. .

- **Open Book Multiple Choice Knowledge Test:**

This component will allow candidates to use any of the knowledge sources from a prescribed study list. Open book test should be designed to provide a series of questions that relates to these source documents and will be required to find and use information contained in the testing materials.

- **Written Work Samples/Situational Judgment Test:**

This test component should include work samples taken directly from important and frequently occurring and essential job functions and tasks for the tested position. Test should be designed with candidate being required to review a situation and written responses in how they would deal with the proposed issue in terms of responses to the individuals involved and the policies and operating procedures of the Police Department. This should also include work samples problems involving form checking.

- **Oral Interview Board:**

Development of oral board questions and scoring scheme for oral interviews. Oral interview questions must be based on the proposed job classifications. Oral interview questions must be based on tasks that carry the proposed job classifications including performance reviews, response in meeting with a citizen(s) regarding a complaint, and personal interview with a problem subordinate.

Offeror is requested to develop a series of rating scales to use in evaluating candidate performance. Offeror is also requested to provide training to members of the Oral Interview Board.

Task 3: Performance

Offeror will attempt to Validate or modify and validate Current Kansas City, Kansas Police Department Performance Evaluation System. The system must be designed to follow the job functions and components identified in the job analysis for each position. The performance appraisal system must include a behavioral-anchored rating scale to create a series of performance rating scales that have rating descriptors for real behavior rather than the more common qualitative descriptors, such as “above average”, “outstanding”, or “below average”. A performance appraisal system should include five to ten task categories or rating scales.

Offeror must provide training to the supervisors to ensure proper implementation of revised performance evaluation system.

Task 4: Candidate Testing review and Preparation

Provide a formal candidate preparation study course outline to ensure equal opportunity and access to all candidates. This task should be designed to be an effective measure toward elimination of adverse impacts resulting from the capacity of some candidates to take advantage of expensive preparation programs that are not available for all candidates.

The preparation program should include describing the abilities, skills and knowledge that will be assessed and the type of questions and case studies that will be used to be evaluated. Preparation training course should include sample questions or exercises that closely model the examination and job performance. Course outline should include administrative procedures to be used during the exam. The information must be presented in the form of written study guides to be distributed to all candidates at the time of application and in a classroom style tutorial program made available to all candidates on a volunteer basis.

Task 5: Test Administration and Validation

This task involves the administration, testing, scoring, and final roster selection process. A detailed security plan for the confidentiality of the testing materials is required. The components of this task include:

- **Test Administration and Scoring:**
The Offeror will be required to administer and score all candidates tests. Promotional scores should be the composite of all test component scores. The Offeror must develop weights for the various test components as specified in the job analysis. The Offeror will be responsible for all-scoring calculations and production of final list. The Unified Government desires a data tape for further government use. The data tape must be available on CD Rom in a format acceptable to the Unified Government.
- **Promotion List:**
The Offeror must prepare the applicant-ranking list, which must be a rank order list. Candidates position on the list will be based on the weighted score of all four (4) components of the process (Closed and Open Book Test Scores + Work Samples/Situational Test Score + Oral Board Score + Performance Appraisal). The promotion list must be completed and delivered to the Chief of the Police thirty (30) days after the completion of the Oral interviews.
- **Appeal Process:**
The Offeror should identify a strategy for handling appeals on individual's questions and individual's response alternatives. The appeal process should cover both substance and administration and would be considered on the basis of documented question sources.
- **Test Security:**
Upon the conclusion of the testing, the tapes shall be delivered to the outside testing firm for safekeeping, along with other test materials."

Task 6: Terms

The proposal must include a timeframe that completes all background investigations and testing requirements in time to submit a complete final promotion list within 30 days of completion of the Oral Interviews.

Task 7: Final Report and Presentation

The Offeror must provide a final report (to be submitted in 30 days) following the development of the final promotion list. The Offeror must be available to provide the Unified Government any additional schedules or work papers to document the process. The Offeror must be available to advise the County Administrator and Unified Government Board of Commissioners on the proposed process and final promotion listing.

- **Reports:**
Upon contracting the following items will be required:
- **Weekly Progress Report:**
Prior to the completion of the fieldwork a progress report must be prepared and submitted to the Unified Government. This progress report should include a description of progress to date, problems encountered in obtaining adequate data, staff hours by category to date, and an outline of any reason for changes from the original approach proposed.
- **Essential Job Functions Report:**
Upon request provide an essential function report for each job classification.
1st report is due 60 days after contract signing.

Final Report must contain the following:

- Executive Summary;
- Report of findings and conclusions;
- Presentation of alternative solutions to identify job descriptions and final promotion roster
- Needs and deficiencies
- Recommendation for future promotional testing systems

Section 6.02 Deliverables

The Unified Government will provide the following:

The Unified Government shall furnish the consultant with all available necessary information, data and materials pertinent to the execution of the agreement. The Unified Government shall cooperate with the consultant in carrying out the work herein, and shall provide adequate staff liaison with the consultant and other agencies of the Unified Government.

Section 6.03 Offeror Obligations

The offeror is responsible for all duplicating, scanning, copying, and printing of tests, evaluations, worksheets and other documents completed by the promotional applicants. The Unified Government personnel will not be utilized in any way for these administrative functions.

Section 6.04 Work Schedule

The contractor and a Police Department Representative will best determine a work schedule.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP “R27547, “KCKPD 2017- Validated Promotional Testing System”

(5) Copies and One (1) original of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

- Proposals must be submitted in a clear and orderly format
- An index must be provided noting each section of the submitted proposal.
- Each section of the submitted proposal must be clearly tabbed for easy access and reference.
- The provided “Proposal Form” must be provided in the first section.

Section 7.01 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals; however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Please Tab each section:

- Proposal form consisting of the name of the Offeror, the location of the Offeror's principal place of business.
- Proposals must be prepared and submitted in relation to the Task Outline.
- The abilities, qualifications, and experience of your firm and of all persons who will be assigned to provide the required service.

- Provide three (3) other contracts for services similar in scope, size, or discipline to the required services were performed or undertaken. In each case, provide the name, address, phone number and contact person of the contracting organization. A copy of one (1) of your most recent reports must be included.
- A statement/response, approach and methodology as to how you will perform the task outlined in Article 6 of this RFP. Include samples of all open and closed tests, oral board problem, board questions, review scales, assessment training materials, appraisal evaluation system documents and “rater training guides, candidate preparation materials, questionnaires, checklist, etc all materials essential to the job study.
- Explain how you will review existing job descriptions, expounding on task description provided. Understatements or points that are only meant for clarification, acknowledgement of this point is all that is required.
- Provide Annual cost to provide the required services (see 7.08). A cost breakdown by Task is required.
- Provide detailed anticipated amount of time to be spent in fieldwork for each staff member. Describe the proposed schedule for completion of the study. At a minimum, this schedule should include a stated duration for each of the following steps: orientation, fieldwork, analysis, draft report, report reviews, and final report. Although the detailed work plans will not be developed until an Offeror is selected and a contract agreement is achieved, the proposal must describe the process for preparing the study and the content of your typical work plan. The development of the job function report will be presented prior to the completion of the entire study.

Section 7.02 Electronic Filing Requirements

A respondent may submit a complete copy of its response on the Unified Government’s e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>. Also one (1) copy of the complete response must be submitted on a CD-ROM or flash drive in Word Format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

Section 7.03 Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a

company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.06 Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.07 Experience and Qualifications

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed, and
4. Itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

Section 7.08 Cost Proposal

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates,

direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Article VIII. Evaluation and Selection

Section 8.01 Selection Criteria

Unified Government personnel will serve as an evaluation team for evaluating respondents and rating the proposals

(a) Understanding of the Project 20%

Proposals will be evaluated against the questions set out below.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the offeror identified pertinent issues and potential problems related to the project?
3. How well has the offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

(b) Methodology Used for the Project—25%

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

(c) Management Plan for the Project—25%

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?

2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
5. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. Is the proposal practical, feasible, and within budget?
7. How well have any potential problems been identified?
8. Is the proposal submitted responsive to all material requirements in the RFP?

(d) Experience and Qualifications— 20%

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

1. How well has the firm demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the firm regarding timely and successful completion of projects?
3. Has the firm provided letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

(e) Contract Cost— 10%

Overall, a minimum of 15 % of the total evaluation will be assigned to cost.

Article IX. Attachments

Attachment “A” Signature Page

Attachment “B” Debarment Suspension Certificate

Attachment "A"
RFP R27547 "Signature Page"

Signatures:

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 It has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of _____ days.

No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Company Name

Authorized Representative

Mailing Address

Signature Date

City, State, Zip Code

Title

Phone Number

Fax Number

Federal Tax ID #

E-Mail Address