



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2017-104

Issue Date: November 30, 2017

Project Name:	Pre-Employment Medical and Psychological Evaluations		
Quote Due Date/Time:	December 14, 2017, 2:00 PM		
Procurement Analyst:	Kim Randall	Phone:	503-742-5443
		Email:	krandall@clackamas.us

**SUBMIT QUOTES VIA EMAIL TO PROCUREMENT@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“RFQ #2017-104” IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at www.clackamas.us/bids/terms.html.

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page (www.clackamas.us/bids/index.html) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

The anticipated budget for this project is \$35,000 per year. The Contract will be for one (1) year with three (3) optional one (1)-year renewals. The first two years of the resulting Contract will be locked at no more than \$35,000 per year. If the Contract is renewed into year 3 the Contractor may request a price increase of no more than 5% (five percent).

2. SCOPE

The purpose of this RFQ is to hire a professional firm to provide pre-employment post-offer medical and psychological screening services, physical capacity evaluations, and other ongoing testing and evaluation services such as hearing and leadership assessment. The Clackamas County Sheriff's Office is looking for a firm that has the capacity to fulfill all the needs as further detailed below.

2.1 INTRODUCTION

Pre-Employment post-offer physical and psychological examinations for law enforcement are mandated by the State of Oregon, through the Department of Public Safety Standards and Training (“DPSST”). In addition, positions such as building maintenance, property specialist, etc. are required to submit pre-employment post-offer physical capacity examinations as part of the job specifications as established by Clackamas County.

2.2 GENERAL INFORMATION

Vendor minimum qualifications and professional experience:

- Psychologist(s) (Ph.D. or Psy.D.) licensed by the State of Oregon and have a minimum of five years full-time experience in the diagnosis and treatment of emotional and mental disorders and diagnostic testing and analysis. Three of the five years must be equivalent to full-time work accrued after completion of a doctorate.
- The Contractor must be regularly and currently engaged in providing pre-employment psychological and medical evaluation services for public agencies for a minimum of two years. Some of those agencies shall be of similar size and scope to Clackamas County and **must** include law enforcement candidates.
- The Contractor must possess all permits, licenses, and professional credentials necessary to perform services as specified.
- The Contractor must comply with any current International Association of Chiefs of Police (“IACP”) pre-employment psychological evaluation guidelines and have an in-depth understanding of all DPSST requirements.
- The Contractor must be located within 30 miles of Clackamas, Oregon.

2.3 SCOPE OF SERVICES (A through E below)

A. MEDICAL:

Complete physical examination by a physician with emphasis on the neurological and orthopedic system seeking to identify problems that might interfere with performing the essential job functions of a law enforcement officer. Comprehensive medical and history assessment must include:

- Audiometric screening
- Visual acuity screening
- Color vision screening
- Depth perception screening
- Peripheral vision screening
- Cardiovascular testing
- Pulmonary capacity testing
- Prescribed medications (must not interfere with job requirements)
- Medical recommendations for applicants with a history of diabetes, seizures or hypertension (must not interfere with job requirements)
- Height and weight
- Blood pressure screening
- Blood chemistry profile
- Drug analysis screening
- Tuberculin testing (and chest X-Ray, if required)
- And any other assessment required by ORS/OAR/DPSST

Complete physical examinations must be performed by licensed medical physicians familiar with the unique physical demands of law enforcement.

B. PSYCHOLOGICAL

Complete psychological assessment by a doctoral level psychologist of deputy, probation and parole officer, and community service officer candidates utilizing the most current normative testing procedures that comply with the Americans with Disabilities Act (“ADA”) regulations and the International Association of Chiefs of Police (“IACP”) protocols.

Job functions unique to law enforcement positions shall be reflected in the psychologist's rating form and shall be tailored to the job classification of the candidate. Reports shall evaluate the suitability of a candidate for the public safety position based on an analysis of all psychological material, including test date, interview results, work history, and other appropriate analysis. Reports to the Sheriff's Office shall contain a rating and a recommendation for employment based upon the results of the screening, justification for the recommendation and rating, and any reservations the psychologist might have regarding the validity or reliability of the results. The evaluation must provide a basis that candidates are free of job-relevant emotional and mental impairments, possess adequate stress resilience and emotional stability, and can meet the behavioral, social, and cognitive demands of law enforcement work.

A comprehensive test battery including objective, validated psychological instruments must be administered to applicants. These test results must be available to the psychological evaluator before follow-up interviews are conducted.

Comprehensive psychological evaluation to consist of the following components:

- Completion of a detailed biographical information questionnaire that gathers information on pertinent aspects of the candidate including medical, psychological, educational, employment, law enforcement preparation, psycho-social development, substance use, legal and other related information.
- Comprehensive psychological testing.
- Current editions of assessment instruments relevant to the purpose of the evaluation. The test instruments should have documented reliability, validity, and other empirical evidence supporting their use in the pre-employment evaluation of law enforcement and corrections applicants. The tests should include, but are not limited to:
 - Self-assessment of attributes
 - Sample of writing skills
 - General measure of intellectual function and abstract reasoning (Raven Standard Progressive Matrices)
 - Minnesota Multiphasic Personality Inventory-2 (MMPI-2)
 - Sixteen Personality Factor Test (16PF)
 - Watson Glaser Critical Thinking Test
 - State-Trait Anger Expression Inventory-2 (STAXI-2)
- Candidates, in addition to the psychological testing, must participate in a structured interview (minimum of 60 minutes) with the firm's Psychologist that includes a basic mental status examination, a review of the biographical questionnaire and test results, and presentation of a number of descriptive scenarios designed to elicit traits and responses related to the critical skills of a deputy. Areas of assessment(s) to include:
 - Honesty and integrity
 - Oral and written communication skills
 - Common sense and judgment
 - Stress and frustration tolerance
 - Absence of psychopathology
 - Safety judgment
 - Level of aggression
 - Maturity

The comprehensive psychological evaluation must be performed by a licensed doctoral level psychologist familiar with the unique demands of law enforcement. Only licensed Psychologists (Ph.D. or Psy.D.) shall conduct interviews, perform evaluations, and interpret test results.

C. HEARING CONSERVATION TESTING

Testing will comply with OSHA standard 29 CFR 1910.95, occupational noise exposure and OAR 437-002-0095. This includes, but is not limited to:

- Audiometric testing following the OSHA guidelines (differs from DPSST)
- Baseline testing of conditional offer candidates for specific positions
- Retaining test results for future reference
- Annual audiometric testing of employees for specific positions
- Audiologist review of the test results
- Reports that capture historical and recent test data. The report format needs to be suitable for individual employee counseling. Other reports may be necessary to convey department-wide information for analysis.

Baseline testing could involve up to fifty (50) conditional offer candidates a year. Annual tests for select employees may be up to one hundred (100) individuals. Testing will be done to comply with OSHA required standards at a minimum.

The Sheriff's Office will provide a space adequate for the annual audiometric testing of employees.

D. ADDITIONAL TESTING REQUIREMENTS:

From time to time, the Sheriff's Office may require the following:

Physical Capacity Exam

The contractor will perform Physical Capacity Examinations ("PCE") when requested for pre-employment post-offer applicants. The PCE will evaluate an individual's capacity to perform work activities related to his or her future job duties. The PCE should consist of standardized assessments (approximately two hours) that offer results in performance-based measures and demonstrates predictive value about the individual's ability to perform the work.

The Sheriff's Office will provide the Contractor with a Position Classification Questionnaire ("PCQ") and the Class Specifications for the contractor to create a valid test. Contractor will determine the appropriate tests to be implemented without conducting a Job Task Analysis and site inspection.

Leadership Assessment

- An assessment of biographical data including review of resume to determine basic preparation in leadership roles in law enforcement.
- Psychometric testing using the current edition of the 16PF using normative management data, the Watson Glaser Critical Thinking Test using executive management normative data, and the Raven Standard Progressive Matrices Test.
- A presentation of hypothetical scenarios involving potential situations encountered in a leadership role.
- A behavioral event interview gathering data on past performance in a leadership role.

- A mock presentation with a critical incident to assess multiple leadership skills under a simulated situation.

E. REPORTS

Following the assessment(s), the results and recommendations will be provided within five (5) business days.

- Medical reports must include completion of forms according to DPSST requirements. The baseline audiometric testing at current OSHA standards will be completed and submitted to the Sheriff's Office concurrently with the DPSST medical forms.
- Psychological reports must be in a narrative format with a risk assessment of a minimum low, medium, and high.

In a mutually agreeable format, written reports must be provided to the department evaluating the suitability of the applicant for the job based on an analysis of all medical and psychological materials including available data, test, and interview results. The final written reports will include any reservations that the psychologist(s) might have regarding the validity or reliability of the results.

2.4 RESPONSIBILITIES

A. CONTRACTOR RESPONSIBILITIES

The Contractor must:

- Meet the medical and psychological testing needs of the Sheriff's Office with an understanding of the requirements for serving in a public safety environment.
- Provide all appointments and testing in a one-stop location without subcontracting to service providers (with the exception of TB testing and X-rays).
- Schedule applicants in a reasonable amount of time.
- Have qualified and medically certified personnel conducting the medical and psychological testing.
- Have doctors participate in regular, ongoing continuing education specific to pre-employment screening for law enforcement.
- Provide the necessary report(s) based on the Sheriff's Office's timeline.
- Meet all applicable Federal, State and Local laws and regulations, including HIPPA and the Americans with Disabilities Act (ADA) and shall defend the results when challenged at no additional charge to the Sheriff's Office.
- Provide consultation with the CCSO hiring authority when questions regarding a candidate's results arise.

All deliverables become the property of Clackamas County.

B. SHERIFF'S OFFICE RESPONSIBILITIES

The Sheriff's Office will notify the candidate of the requirement to take a medical, psychological, and/or physical capacity exam and will give the vendor's contact information so the candidate can call for their appointment(s). The Sheriff's Office will also provide to the Contractor any information that is needed, including the background investigation report, PCQ, class specifications, etc., if applicable.

Audiometric Testing

- The Sheriff's Office will notify affected employees of the requirement to take an annual baseline or ongoing hearing conservancy test.
- The Sheriff's Office will provide an adequate space and require the vendor to conduct all of the annual audiometric testing there. The vendor will accommodate those employees who cannot attend testing at a Sheriff's Office location with testing at their facility.
- Testing schedules will be mutually determined by the Sheriff's Office and the vendor. The Sheriff's Office will notify the vendor of the dates and times the room will be available. The vendor will schedule the testing appointments.

3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <http://www.clackamas.us/bids/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☒ Article I, Paragraph 4 – Travel and Other Expense is Authorized
- ☒ Article II, Paragraph 29 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

4. QUOTE

Quotes should be short and concise with the following information included:

- A. Company experience in providing medical and psychological testing for law enforcement applicants;
- B. Experience of staff that will conduct medical and psychological evaluations;
- C. Price list for services should be all-inclusive per unit costs. Medical and Psychological, at times may be a separate exam, so please price accordingly. Travel reimbursement will not be reimbursed unless travel is greater than 25 miles from Contractor's clinic location to the Clackamas County Facility. Travel is not reimbursed for County on-site meetings;
- D. Estimated time from applicant responding and requesting appointment to actual appointment;
- E. Estimated time from completion of exams and availability of reports for Clackamas County Sheriff's Office ("CCSO") review;
- F. Company experience with DPSST standards of evaluation;
- G. At least three (3) professional references;
- H. Samples of: psychological report, medical report, physical capacity exam, and audiometric exam;

- I. The Clackamas County Certifications Form attached to this RFQ;
- J. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. EVALUATION

Quotes will be evaluated based on subjective factors, including but not limited to: Project understanding and approach, firm experience, staff experience, service price list, references, and timeline for services.

CLACKAMAS COUNTY CERTIFICATIONS
RFQ #2017-104 Pre-Employment Medical and Psychological Evaluations

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110(2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

Oregon Business Registry Number: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to Clackamas County via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE (www.clackamas.us/bids/index.html) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time.

Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ via email, mail or in person; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
7. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
8. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.