



August 14, 2014

To: Prospective Consultants:

The City of Rochester is pleased to announce a request for proposals (RFP) for an **Occupational Personality Test** to supplement its current Civil Service testing regimen for entry level positions at the City of Rochester's 911 Call Center. We seek an organization with the ability to test an individual's personality constructs to determine their suitability for employment at the City's 911 Call Center.

Proposals must be received for review and evaluation by the City of Rochester no later than **5:00 p.m. Eastern Standard Time on Friday, September 12, 2014**. Proposals received after this deadline will not be accepted.

Proposals must be sealed and labeled on the outside of the package to clearly indicate they are in response to the City's request for proposal (RFP) for an **Occupational Personality Test**. Five (5) printed copies of the proposal and any supporting documentation should be mailed or delivered to: City Hall, 30 Church Street, Room 103A, Rochester, NY 14614.

Attached are response specifications and guidelines including a timeline and proposal evaluation criteria. If you have any questions regarding the RFP, please contact Deborah Callerame at 585-428-7598 or by e-mail at callerd@cityofrochester.gov.

Thank you in advance for your consideration of this request.



REQUEST FOR PORPOSAL

Occupational Personality Test City of Rochester Department of Human Resource Management

Release Date: August 15, 2014

Date Due: September 12, 2014

SECTION I – SCOPE OF SERVICES

1.1 PURPOSE:

The City of Rochester's Department of Human Resource Management is soliciting proposals from qualified vendors to provide an occupational personality test. This occupational personality test will be used to supplement the current Civil Service testing regimen for entry level titles at the City's 911 Call Center which currently consists of a computer-based job simulation test. This occupational personality test is intended to test for certain personality constructs to determine the suitability of prospective employees for the City's 911 Call Center.

1.2 ISSUING OFFICE:

This request for proposals is issued by the Department of Human Resource Management. All questions regarding proposals should be directed to:

Deborah Callerame
Manager of Civil Service Administration
City Hall, Room 103A
30 Church Street
Rochester, New York 14614
Telephone: 585-428-7598
E-Mail: callerd@cityofrochester.gov

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

1.3 SCOPE OF SERVICES TO BE PROVIDED:

The City is interested in reviewing all Contractor proposals detailing an occupational personality test which will score individuals participating in the Civil Service Examinations for entry level positions at the City's 911 Call Center on the following ten (10) personality constructs:

1. Active
2. Caring
3. Conscientiousness
4. Decisive
5. Detail Conscious
6. Emotional Control
7. Persuasive
8. Relaxed
9. Socially Confident
10. Tough Minded

1.3 SCOPE OF SERVICES TO BE PROVIDED (continued):

The proposal must include:

- Background on the development and use(s) of the test and the name of an individual who can provide any additional technical information that may be needed;
- How the occupational personality test is administered;
- How the scoring of the occupational personality test will be provided to the City including a sample of the results which will be provided;
- A test validation summary which includes method of validation, descriptions of validation samples, specifically the occupations for which it has been validated.
- Information on potential and observed adverse impact (racial, ethnic or gender) from the use of the test;
- Information on any legal challenges to the use of the test, including basis for challenge and resulting court decisions.

1.4 SERVICE EXPERIENCE:

- Identify when your firm began to provide occupational personality tests;
- How many engagements your firm has had for this type of service;
- Provide a sample of three (3) to five (5) names of the organizations that your firm has provided this type of testing for.

1.5 TERM OF AGREEMENT:

The terms of an agreement for services shall be for two (2) years commencing on November 1, 2014 and ending October 31, 2016. Thereafter, upon the mutual agreement of both the City and the service provider this contract may be renewed annually, for up to two (2) additional consecutive one (1) year periods.

1.6 AMENDMENT OF RFP:

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

1.7 RFP WITHDRAWAL;

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

1.8 PROPERTY OF THE CITY;

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

1.9 PROFESSIONAL SERVICE AGREEMENT;

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

SECTION II: PROPOSAL SUBMISSIONS

2.1 FORMAT

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

2.1.1 TITLE PAGE

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

2.1.2 SIGNATURE;

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

2.1.3 TABLE OF COTENTS;

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

2.1.4 DESCRIPTION OF SERVICE PROVIDER;

Provide a brief history and description of the Service Provider, including a copy of the most recent annual report, the size of the business, number of employees, annualized dollars of payroll, and number of years in existence. Discuss the leadership of your organization, and cite accomplishments of individuals who will provide direct oversight of services to be proposed for this contract.

2.1.5 EXPERIENCE;

- Provide a summary of the Service Provider's experience with occupational personality testing including the specify occupations for which you have provided testing;
- Provide additional information that may distinguish your company from competitors;
- Provide a list of references to include a list of current clients, including a contact person and telephone number for each account, date of original contract and expiration for each, number of renewals, and size of business.

2.1.6 PRESENTATION;

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

2.1.7 RESPONSE TO SCOPE OF SERVICES TO BE PROVIDED;

- Include a description of your proposed service approach and the rationale underlying that approach.
- List each of the items outlined in Section 1.3 and affirm your organization's intent to comply as written, provide information regarding your firm's recommendations for fulfilling the requirement, or provide information needed to evaluate your organization's ability to meet the City's needs.

2.1.8 COST PROPOSAL;

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

2.2 SUBMISSION OF PROPOSALS;

Five (5) copies of a written proposal are to be submitted to:
Deborah Callera
Manager of Civil Service Administration
City Hall, Room 103A
30 Church Street
Rochester, New York 14614

All proposals must be received by, or postmarked by, 5:00 PM on Friday, September 12, 2014.

2.3 SCHEDULE;

Deadline for submission of proposals: September 12, 2014
Selection of Service Provider: October 1, 2014
Start date for service provision: November 1, 2014

SECTION III REVIEW OF PROPOSALS

3.1 All proposals will be reviewed by a committee appointed by the Director of Human Resource Management. All responding Service Providers will be notified of the outcome of the review.

3.2 Criteria for Selection of a successful proposal will be:

- Experience with occupational personality testing;
- References from other agencies that have used testing services provided by your agency;
- Qualifications and skills of service manager and staff that will be providing services;
- A proposal that is complete, covering all points mentioned in the scope of services section of the Request for Proposals;
- A Cost Proposal that is reasonable and realistic.

* The selection of the consultant is within the City of Rochester sole discretion, and that no reasons for rejection or acceptance of proposal are required to be given and the decision will not be based solely on price.

* All Public Service Agreements that exceed \$10,000 dollars require City Council approval.

* Preference will be given to Service Providers located in the City of Rochester through additional weighting.

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is made this ____, day of _____, 2014, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, N.Y. 14____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, hereinafter referred to as the "Project", and,

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

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

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A. The Consultant shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Section 2 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the services required below or reasonably required in order to carry out the services set forth herein:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on and shall terminate on _____.

SECTION 3. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

(describe payment as being either a lump sum payment or a phased payment, e.g. monthly, quarterly, upon completion of tasks etc.)

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

- A. The City hereby designates:
- B. The Consultant hereby designates:

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

SECTION 5. INDEMNIFICATION

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

SECTION 6. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

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

SECTION 7. EQUAL OPPORTUNITY

- A. General Policy

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

B. Definitions

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

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

C. Compliance

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

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 8. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

SECTION 9. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

SECTION 10. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 11. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 12. PROHIBITION AGAINST ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

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

SECTION 14. EXTENT OF AGREEMENT

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

SECTION 15. STATUS AS INDEPENDENT CONTRACTOR

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

SECTION 16. LAW

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

SECTION 17. NO-WAIVER

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

SECTION 18. SEVERABILITY

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

SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

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

CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor

CONSULTANT

BY: _____

Name:

Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2014, before me the subscriber, personally came Lovely A. Warren, known to me, who being by me duly sworn, did depose and say that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed her name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

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

On the _____ day of _____, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public