



REQUEST FOR PROPOSALS #2022-013

Psychological Services for Rowan County Sheriff Department

ROWAN COUNTY

130 West Innes Street
Salisbury, NC 28144

704-216-8174

anna.bumgarner@rowancountync.gov

Date Issued: Tuesday, October 19, 2021

Questions Due: Tuesday, October 26, 2021

Date Due: Tuesday, November 9, 2021 at 3:00 pm ET

Administered by: Anna Bumgarner, Purchasing Director

REQUEST FOR PROPOSALS
RFP 2022-013
PSYCHOLOGICAL SERVICES FOR
ROWAN COUNTY SHERIFF DEPARTMENT

Rowan County is seeking proposals for Psychological Services for the Rowan County Sheriff's Department. The deadline for the submittal of **one original sealed proposal along with one complete copy** is **3:00 p.m. ET, Tuesday, November 9, 2021**. This will not be a public opening. Proposal can be delivered to Suite 31 of the J. Newton Cohen, Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, NC. Proposals received after this time will be returned unopened. Faxed and/or emailed proposals will not be accepted. Proposals should be clearly marked "PSYCHOLOGICAL SERVICES 2022-013" and sent or delivered to:

Rowan County Purchasing Department
PSYCHOLOGICAL SERVICES RFP 2022-013
130 W. Innes Street, Suite 31
Salisbury NC 28144

Proposal documents and any future addenda may be obtained for responding purposes by contacting Anna Bumgarner at the Rowan County Purchasing Department, 130 West Innes Street, Salisbury, NC 28144 or 704-216-8174 or anna.bumgarner@rowancountync.gov. Proposal documents are also available on the Rowan County website at <https://www.rowancountync.gov/675/Purchasing>.

Once the RFP is public all questions must be directed to the Purchasing Director. Any contact from the Respondent with County staff and/or the Board of Commissioners will be cause for rejection. All questions shall be submitted in writing to the Purchasing Director by 5pm ET on Tuesday, October 26, 2021.

Rowan County reserves the right to reject any and/or all proposals and to waive informalities therein and to award to multiple Respondents. Each proposal must include the Proposal Response Form signed and completed in all respects. Respondents should submit **one original sealed proposal and one complete copy**. For complete details, consult the proposal package.

This is the 19th day of October, 2021.

Rowan County

By: Anna Bumgarner
Rowan County Purchasing Director

Intent of Request for Proposals

The purpose and intent of the Request for Proposals (RFP) is to contract for Psychological Service for the Rowan County Sheriff Department. The following documents make up this RFP:

- a. This Document
- b. Proposal Response Form

Important Dates

Issue Date: Tuesday, October 19, 2021

Deadline for written questions: Tuesday, October 26, 2021 by 5pm ET

Deadline for submitting proposal: Tuesday, November 9, 2021 by 3pm ET

Submission of Proposals

Proposals shall be presented on the response form attached to the RFP and can be mailed or delivered to:

Rowan County Purchasing Department
PSYCHOLOGICAL SERVICES RFP 2022-013
130 W. Innes Street, Suite 31
Salisbury, NC 28144

The package shall be plainly marked "PSYCHOLOGICAL SERVICES RFP 2022-013". Must include one original and one copy of the proposal. No responsibility shall be attached to Rowan County for premature opening of any proposal not properly addressed or identified.

Respondent shall only have contract with the Purchasing Director once the RFP is made public. Any contact with County Staff and/or Board of Commission Member regarding the RFP once the RFP is made public will be grounds for dismissal.

Proposals are due on **Tuesday, November 9, 2021 at 3pm EST** in the J. Newton Cohen, Sr. Administration Building located at 130 W. Innes Street, Suite 31, Salisbury, NC 28144. Failure to submit a proposal by this deadline will disqualify the respondent from consideration in this project.

Questions

All questions, requests for clarification or additional information must be submitted in writing no later than 5pm on Tuesday, October 26, 2021. These written questions shall be submitted to Anna Bumgarner, Purchasing Director, by email at anna.bumgarner@rowancountync.gov. All question the County receives will be answered in an addendum to the RFP and posted on the County website by end of day on Tuesday,

November 2, 2021. It is the responsibility of the Respondent to check the website for said addenda. <https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF>

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

Signed Proposals Considered an Offer

Receipt of a signed proposal shall be considered an offer on the part of the Respondent. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the Respondent after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

As time is of the essence, the Respondent is required to begin and/or commence the work to be performed under this contract within the time specified by the Sheriff once contract is awarded.

Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

Non-Discrimination

The Respondent shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Insurance Coverage

The selected Respondent shall not commence work under this contract until all insurance required under this section has been obtained. The Respondent shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Respondent agrees that during the term of this contract, the Respondent, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably

associated with the contract. At a minimum, the Respondent shall provide and maintain the following coverage and limits:

Comprehensive General Liability

The selected Respondent shall maintain Comprehensive General Liability coverage in amounts not less than:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. Each type of coverage requested herein must be specifically referred to in the certificate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, and name the County as an additional insured.

Workers' Compensation Insurance

The selected Respondent shall maintain workers' compensation insurance as required by North Carolina law to cover all of the Respondents employees engaged in any work under the agreement. Workers' Compensation in the amount of \$500,000 employer's liability

Professional Liability Insurance

The selected Respondent shall maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence with the County named as an additional insured.

Cyber Insurance

The selected Respondent shall maintain cyber liability in the minimum amount of \$1,000,000 per occurrence with the County named as an additional insured.

Collusive Bidding

The Respondent's signature on the Response Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the County from obtaining the lowest possible competitive price.

General Indemnity

The Respondent shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Respondent (including its officers, agents and employees) in the performance or intended performance

of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Respondent. As an integral part of this contract, the Respondent agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

Assignment

The successful Respondent shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

Conflict of Interest

All Respondents must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the County. All Respondents must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a bid, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

Errors and Omissions

The Respondent shall not take advantage of any errors or omissions in this RFP, and shall promptly notify the County of any omissions or errors found in this document.

Requirements

The Respondent must meet the following requirements:

- Must provide a minimum of three (3) references of current or recent contracts of work on similar projects to be considered
- Must have at least three (3) years' experience providing psychological services and/or three (3) years of providing the requested services
- Must hold the proper licensure/certification to provide psychological services

Evaluation Criteria

Price will be a major consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality,

performance and the Respondent's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Respondent's ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Respondent's experience with similar projects will also be considered in the County's evaluation of the proposals submitted.

Award

The County reserves the right to accept, award and/or reject any and/or all proposals, in whole or in part, and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. It is the intent to award to one Respondent that the County, at its sole discretion, following an objective evaluation, will award this contract to the lowest responsible, responsive Respondent that submits the best overall proposal based on their ability to meet and exceed these minimum specifications. The County does reserve the right to award to multiple Respondents if it allows for the services to be performed in a timelier fashion.

The County reserves the right to determine the lowest responsive, responsible Respondent on the basis of an individual item, groups of items, or any way determined to be in the best interest of the County. Award shall be based on, but not limited to, the following factors (where applicable):

- Price
- Qualifications of Respondent, including past performance, general reputation, experience and service capabilities

Required Service

The County estimates that the below services will be needed for approximately 40-50 pre-hires per year and other services will be approximately 5-10 per year. The Respondent shall be able to provide the following services for the County:

- Provision of post-conditional offer psychological screening examinations for law enforcement personnel, including a face-to-face, in-person interview conducted by a licensed psychologist, to determine the criminal justice officer's psychological suitability to properly fulfill the responsibilities of the criminal justice officer. If face-to-face, in-person is not practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow for a professional clinical evaluation in a clinical environment. Must offer a finding of "Fit" or Not Fit" for duty.
- Provision of post-employment Fitness for Duty Evaluations when determined necessary by the County (including, but not limited to post-use-of-deadly force) including a face-to-face, in-person interview conducted by a licensed psychologist, to determine the criminal justice officer's psychological suitability to properly fulfill the responsibilities of the criminal justice officer. If face-to-face, in-person is not practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow for a professional clinical evaluation in a clinical environment. Must offer a finding of "Fit" or Not Fit" for duty.

- Provision of follow up appointments as required by County Policy. If face-to-face, in-person is not practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow for a professional clinical evaluation in a clinical environment.

Award Matrix

Max Points	Selection Criteria - Psychological Services
35	<p>Services Provided Ability to provide the following services: Post-conditional offer psychological evaluations, Fitness for Duty evaluations, and follow up appointments Excellent = 27-35 points Good = 18-26 Points Fair = 9-17 Points Poor = 1-8 Points</p>
25	<p>Program Administration Ability to provide appointments, verbal recommendations, and written assessments/reports in a timely manner. Also, ability to provide emergent appointments and virtual/video appointments if necessary. Assessment tools utilized. Excellent = 18-25 points Good = 11-17 Points Fair = 5-10 Points Poor = 1-4 Points</p>
15	<p>References <i>Timeliness, thoroughness, and quality of service</i> <u>Additional comments</u> Excellent = 12-15 points Good = 8-11 Points Fair = 4-7 Points Poor = 1-3 Points</p>
25	<p>Contract Cost/Appointment type costs Excellent = 18-25 points Good = 11-17 Points Fair = 5-10 Points Poor = 1-4 Points</p>

100 Total

Proposal Response Form

Pricing

Submission of any proposal signifies the Respondent's agreement that its response and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Respondent. All prices submitted with the response shall remain in effect for the ninety (90) day period.

Post-conditional Offer Rate: \$ _____

Post-employment Fitness for Duty Rate: \$ _____

Follow up for Post-conditional Rate: \$ _____

Follow up for Post-employment Fitness for Duty Rate: \$ _____

References:

Provide on a separate sheet the following for references:

- Company Name
- Address
- Contact Person
- Phone Number
- Email
- Additional notes

Signature

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____