

VILLAGE OF DOWNERS GROVE
Report for the Village
6/5/2018

SUBJECT:	SUBMITTED BY:
Police Promotional Testing Agreement for the rank of Police Sergeant	Shanon Gillette Police Chief

SYNOPSIS

A motion is requested to award an agreement to Resource Management Associates of Tinley Park, Illinois in the amount of \$19,375 for promotional testing for the rank of Police Sergeant.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY18 Budget includes \$20,000 in the General Fund, (Page 4-3, Line 17) for this agreement.

RECOMMENDATION

Approval on the June 5, 2018 consent agenda.

BACKGROUND

The Downers Grove Police Department's current eligibility list for the rank of Police Sergeant expires June 19, 2018. A promotional exam must be conducted in order establish a new eligibility list. A Request for Proposals was issued to solicit qualified vendors to conduct the examination. Four proposals were received in response to the Request for Proposals.

Staff is recommending approval of an agreement with Resource Management Associates to conduct the police promotional testing process. The proposal submitted by Resource Management Associates, was the least expensive proposal and includes a complete promotional process package. The police department utilized the services of Resource Management Associates for its last promotional process.

ATTACHMENTS

Agreement



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:

Resource Management Associates

Project Name: POLICE PROMOTIONAL TESTING
Proposal No.: RFP-0-26-2018/TT
Proposal Due: May 7, 2018 2 p.m.
Pre-Proposal Conference: NA

Required of Awarded Contractor:

Certificate of Insurance: **YES**

Legal Advertisement Published: April 23, 2018

Date Issued: April 23, 2018

This document consists of 21 pages.

Return (1) **original** and (1) **CD or Flash Drive** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an (1) original, and (1) Cd Or Flash Drive additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to May 7, 2018 2 p.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

10.1.1 That it will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS

POLICE PROMOTIONAL TESTING

The Village of Downers Grove is seeking a qualified vendor/consultant to design and administer a promotional examination for the position of Police Sergeant. The examination process will consist of a written examination, an assessment center, and oral examination exclusive for the position of Police Sergeant. The process must be conducted in accordance with the Rules and Regulations of the Downers Grove Board of Fire and Police Commissioners, Chapter 4, Article 1, which is attached hereto.

The written examination process shall include the following tasks:

1. The vendor/consultant will consult with the Chief of Police to identify source materials that will be used for the development of the written examination. The written examination shall include questions taken from the Downers Grove Police Department policy and procedure manual, as well as, questions from standard texts on supervision, patrol operations, criminal law and procedures, and any other related topics approved by the Chief of Police.
2. Only the latest editions of contemporary texts and source materials will be used in developing the written examination. The vendor/consultant will provide the necessary information concerning the source of the materials (books) and their purchase price.
3. The vendor/consultant shall design an objective, job-related and content-valid written examination based on current source materials on appropriate subjects, supervisory principles, organization theory, and management practices associated with the duties related to Police Sergeant. The written examination will consist of 100 multiple-choice questions approved by the Chief of Police.
4. The vendor/consultant shall be responsible for preparing all examination booklets, score sheets, ID sets, and all other materials needed for the administration of the examination.
5. The vendor/consultant shall administer the examination at a location provided by the Village of Downers Grove on a date and time mutually agreed upon by the vendor/consultant and the Village.
6. The vendor/consultant must have the ability to score the examinations on-site (test location) using computerized scoring methods and to provide a written report to the candidate containing the candidate's score, as well as, a list of questions that they answered incorrectly.
7. The vendor/consultant shall provide the candidates an opportunity to review their written exam and to challenge any questions the candidates may feel are vague, poorly worded, or for which more than one correct answer may have been possible. This review shall take place on the same day of the written examination. All appeals shall be reduced to writing, from the candidate, using a standard format designed by the vendor/consultant. The vendor/consultant shall review all appeals and make a decision on them within seven (7) days following the written examination.
8. The vendor/consultant shall provide a written report to the Village on all appeals and, where necessary, shall re-calculate all exam scores as a result of any changes to the answer key made as a result of the appeal.
9. Within five (5) days after the written exam, or within eight (8) days following an appeal, the

vendor/consultant will provide the Village with a list of the scores received by all candidates to include the preliminary (pre-appeal) and final (post-appeal) written exam scores, along with a description of all appeals received and the decisions reached regarding them.

The Assessment Center process shall include the following:

1. The vendor/consultant shall schedule a meeting with the Chief of Police to review the duties performed by a Police Sergeant and to discuss possible scenarios to be included in the assessment center for this position.
2. The vendor/consultant shall then prepare draft exercises and submit them to the Chief for his review and approval.
3. The vendor/consultant shall be responsible for administering the assessment center that will consist of a minimum of three (3) exercises that will reflect the operations and policies of the Downers Grove Police Department and the duties consistent with a Police Sergeant.
4. The vendor/consultant shall be responsible for selecting qualified individuals to serve as assessors for the assessment center exercises. Assessors selected must have substantial experience in police department management and have no knowledge of any of the candidates and have no connection with the Downers Grove Police Department.
5. Prior to the assessment center, the vendor/consultant shall conduct an orientation session for the candidates to familiarize them with the process, the exercises, and how they will be evaluated.
6. If possible, the vendor/consultant shall videotape all exercises in the assessment center, including the candidate evaluation and scoring, to document the consistency of the evaluation process and so the candidates can review their performance.
7. The vendor/consultant shall provide the Board of Fire and Police Commissioners a final report on the candidates' scores within one week following the completion of the assessment center. Scores will be based on a maximum of 100 percent.
8. Following the completion of the assessment center, the vendor/consultant shall conduct individual debriefing sessions, onsite, advising the candidates of their strengths and weaknesses.

The Oral Examination process shall include the following:

1. Development of a minimum of ten (10) sample questions and scoring sheet for Board of Fire and Police Commissioners to use to conduct oral interviews.

Fee Schedule

The vendor/consultant must provide pricing information and a fee breakdown for the administration of the written exam and assessment center based on the possibility of twenty-five (25) candidates participating in the process.

If more than twenty-five (25) candidates participate in this process, the vendor/consultant agrees to negotiate with the Village on any increase in fees. Both parties must agree in writing upon any fee increase, as a result of participation of more than 25 candidates.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)



May 2, 2018

Ms. Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

Dear Ms. Tarka:

Thank you for giving me this opportunity to submit a proposal in response to RFP-0-26-2018/TT to provide assistance to the Village in the design and administration of a customized assessment center process as well as multiple-choice written examination for the position of Police Sergeant. Additionally, the Village would like a minimum of 10 sample oral examination questions and rating form. It is understood that the number of candidates for this examination is expected to be approximately 25.

Resource Management Associates has been responsible for the design and administration of customized promotional examinations for the police and fire service since 1981, and I am confident that we can develop a promotional process that will prove satisfactory to you and that will withstand the most rigorous scrutiny.

Our Operational Philosophy

We approach each and every examination process we undertake as a solemn trust in which we commit our energy and resources to providing an examination that is characterized by fairness, consistency, reliability and validity. We take great pride in the fact that none of the hundreds of written examinations, structured oral interviews and assessment centers we have conducted over the last two decades have ever been successfully challenged. We also recognize that complacency is the surest way to invite failure and that we must treat each examination as a new challenge, taking nothing for granted, and proceeding upon a carefully established agenda, beginning with a job analysis and ending with final candidate debriefings. Our goal is to deliver a quality examination process that will produce the best candidates for the position and that will be looked upon by the candidates as a fair and objective way of measuring their ability to advance further in their chosen profession.

Ms. Theresa H. Tarka
May 2, 2018 - page 2

In the design and administration of police or fire department promotional examinations, we consider the following to be of paramount importance.

1. The examination should be valid and relevant. That is, it should be based upon a thorough understanding of the position for which candidates are being considered and should accurately measure a candidate's potential for successfully performing the duties of the position.
2. The process should be designed in such a way as to provide every eligible applicant a fair and equal opportunity to demonstrate his or her ability to perform the duties of the position and there should be absolutely no hint of bias, favoritism or personal influence in any part of the examination process.
3. The process should be legally defensible and free from any actual or implied adverse impact against any person or group on the basis of age, gender, race, color, or creed. We scrupulously adhere to the "*Guidelines and Ethical Considerations for Assessment Center Operations*" endorsed by the International Congress of Assessment Center Methods.
4. The process should be cost-effective. While quality should not be sacrificed to cut costs, the cost of the service provided should be justified on the basis of the quality of the final work product.
5. The integrity and credibility of the testing firm, as well as that of the Village, should not be questioned as a result of the testing process.

These are the principles that have guided us over the years in our design and administration of public safety promotional examinations. In view of our long-standing record of quality service to the Village, along with the wealth of experience we bring to the process, we hope that you will agree that these principles are important in evaluating our approach to this undertaking.

Scope of Services

Written Examination

We will design, administer and score a customized, job-related and content-valid examination in the following manner:

- A. We will consult with the Police Department S.M.E. to identify source materials to be utilized in developing the written examination for this position. It may be desired to include questions drawn from department policies and procedures as well as

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questions from standard texts on police supervision, patrol operations, community policing, leadership, and other related topics. We have a large number of contemporary sources that we utilize in developing written promotional examinations for all ranks in the police service

- B. Assuming that there will be local policies, procedures and directives on the written examination, we will request that we be provided copies of those documents so that we can prepare written test questions from them. We recommend that only the latest editions of contemporary texts and source materials be used in constructing the written examinations. We will provide information concerning the source of the books and their purchase price.
- C. We will be responsible for preparing all examination booklets, score sheets, and other materials needed for the proper administration of the examination.
- D. We will administer the examination in accordance with commonly-accepted examination procedures.
- E. We will, if desired, arrange to score the tests on-site. This will allow candidates to have their preliminary scores immediately following the examination. There is, however, an additional charge for this service.
- F. We will, if desired, allow the candidates an opportunity to review the source materials following the examination and to challenge any questions they may believe are incorrectly keyed, vague or are poorly worded. There is an additional charge for this service as well.
- G. We will review any challenged questions and make a determination as to their validity. If any challenges are accepted, we will re-score the examination accordingly and provide the Village with a written report of the action(s) taken.
- H. Within one week after the written examination, we will provide the Village with a list of scores for the written examination.

Assessment Center

The assessment center consists of a series of job simulations in which candidates are asked to perform a series of tasks emulating the work actually performed by a person in the position for which they are being evaluated. They are observed and scored by a panel of independent evaluators using a structured rating process and a series of pre-determined evaluation criteria. We will video record the entire process for the purposes of documenting what occurred, protecting the integrity of the process, and providing for highly useful candidate feedback.

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In preparing and administering the assessment center for this position, we will perform the following tasks:

- A. We will develop and administer an assessment center to consist of three simulations designed to reflect the duties and responsibilities of the position for which the candidate is being evaluated, as well as the organization, operations and policies of the Downers Grove Police Department.
- B. We will submit all draft materials for review by a designated Police Department Subject Matter Expert (S.M.E.). This is necessary to further ensure that the exercise materials are relevant and appropriate for the position and the department.
- C. We will be responsible for selecting persons to serve as assessors. These will be persons with substantial experience and training in police department supervision and management and who will be able to render a fair and objective evaluation of each candidate. In addition, the evaluation panel will reflect a suitable balance of gender and ethnic diversity.
- D. Prior to the assessment center, we will provide the assessors with detailed information regarding the position as well as copies of all exercise materials and candidate scoring procedures. We will also conduct an orientation and training session for the assessors to provide them with more in-depth information about the procedures to be employed in evaluating and scoring the candidates. Assessors will also be provided with background information concerning the organization, staffing and operations of the Downers Grove Police Department.
- E. Prior to the assessment center, we will conduct an orientation session for the candidates to acquaint them with the nature of the process, the exercises in which they will participate, and the manner in which their performance will be evaluated. Applicants will also be provided with an applicant information booklet containing useful articles on the assessment center process.
- F. We will be responsible for administering the assessment center and providing all necessary candidate briefing materials, assessor instructions and rating forms. We can accommodate up to six candidates a day by using a single panel of three assessors. In this way, the assessment center for this position can be conducted over a period not to exceed four days.
- G. We will video record all parts of the assessment center, including the candidate evaluation and scoring, to document the consistency of the process and fairness to all candidates. The video recordings can also be used to review the performance of the candidates in the exercises.

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- H. Within one week following the assessment center, we will provide the Village with a final report on the assessment center and a list of scores obtained by the candidates. Scores shall be based on a maximum 100 percent.
- I. Within 30 days following the assessment center, we will conduct individual feedback sessions with each of the candidates to advise them of their strengths as well as how their performance might be improved in the future.
- J. Following the assessment center, we will ask the candidates to complete a brief survey asking for their evaluation of the process. We will compile these results and prepare a written report to the Village summarizing their responses.

Oral Examination Questions

We will prepare a minimum of ten job-related and content-valid oral examination questions, along with candidate scoring forms and written instructions to be used by the Board of Fire and Police Commissioners in conducting oral interviews of the candidates.

Project Administration

The project would be conducted under the supervision of **Mr. Charles D. Hale** who is the President of **Resource Management Associates** and has served in that capacity since 1981. Mr. Hale has served as a consultant in law enforcement to over 300 municipalities throughout the United States since 1973 and is the author of three books on police administration. He is also the author of the chapter "Police Patrol" in the text, Local Government Police Management, published by the International City Management Association. Mr. Hale served as a Police Officer and Police Sergeant in El Segundo, California, during which time he earned a Master's Degree in Criminal Justice from California State University at Long Beach.

Mr. Hale has designed and administered over 500 written examinations and assessment centers of the type described herein for police, fire and public safety departments throughout the United States. His clients have included the City and County of San Francisco, California; Tallahassee, Florida; Rockford, Illinois; and numerous municipalities in the Chicago area. Mr. Hale is the author of the text, Assessment Center Handbook for Police and Fire Personnel, published by Charles C. Thomas Publishers.

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Mr. Hale would participate in all phases of the project, including the development of the written examinations as well as the design and administration of the assessment centers. Mr. Hale would be assisted in designing and administering the written examination and assessment center by **Mr. Steven W. Hale**, who is the Vice-President of our firm and has been a member of the firm since 1988. He also has extensive experience in written promotional examination development and the design and administration of assessment centers.

Organizational Qualifications

Resource Management Associates is one of the leading providers of police and fire promotional examination services in the Chicago area. We have designed and administered promotional examinations for communities in several states. Since 1981, we have established a reputation for professional work and client satisfaction.

Each year we design and administer more than 100 customized promotional examinations of the kind described here. We have designed and administered written examinations and assessment centers for public safety departments in the following states: Alabama, Arizona, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, New Jersey, Ohio, Rhode Island, Tennessee, Vermont, and Wisconsin. Over the last fifteen years we have conducted over 300 assessment centers involving more than one thousand candidates for a wide range of positions in the police and fire services.

Project Costs

We will agree to perform the work outlined above for the following amounts:

Written Examination

Base Fee	\$ 1,000.00
Test Booklets - 25 @ \$15.00/each	\$ 375.00
Test Administration	\$ 500.00
On-Site Scoring (<i>optional</i>)	\$ 250.00
Review and Appeal (<i>optional</i>)	\$ 250.00
Local Item Development (<i>optional</i>) @ \$25.00/each	

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Assessment Center

Exercise Development	\$ 1,500.00
Test Administration: <i>(three different exercises)</i> ¹	
For no more than 6 candidates <i>(1 day, 3 assessors)</i>	\$ 4,000.00
For no more than 12 candidates <i>(2 days, 3 assessors)</i>	\$ 6,500.00
For no more than 18 candidates <i>(3 days, 3 assessors)</i>	\$ 9,000.00
For no more than 25 candidates <i>(4 days, 3 assessors)</i>	\$ 11,500.00
Candidate debriefings (optional)	
For no more than 12 candidates	\$ 1,000.00
For no more than 25 candidates	\$ 2,000.00

Development of Oral Examination Questions \$ 500.00

Travel Expenses *(meals, lodging and mileage)*

For no more than 6 candidates	\$ 500.00
For no more than 12 candidates	\$ 850.00
For no more than 18 candidates	\$ 1,200.00
For no more than 25 candidates	\$ 1,500.00

These costs assume that the Village will provide the necessary facilities in which to conduct the assessment center and written examination. We also request that the Village provide any necessary technical support, including role players *(if required)*, in administering the assessment center scenarios.


¹Includes candidate orientation, assessor compensation, and assessor orientation and training.

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Conclusion

Thank you for the opportunity to submit this cost proposal. We would consider it a distinct pleasure to assist the Village of Downers Grove in this important undertaking.

Sincerely,

A handwritten signature in black ink that reads "Charles D. Hale". The signature is written in a cursive style with a large initial "C".

Charles Hale
President

Enclosure: (1) Flash Drive copy of Proposal

V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Resource Management Associates
Company Name

Date: 5/2/18

17730-A Oak Park Ave.
Street Address of Company

rma9696@gmail.com
Email Address

Timber Park, FL 32077
City, State, Zip

Steven Hale
Contact Name (Print)

708-444-2326
Business Phone

708-921-6278
13-Hour Telephone

708-444-2844
Fax

Steven W. Hale
Signature of Officer, Partner or Sole Proprietor

Steven W. Hale - vice President
Print Name & Title

ATTEST: If a Corporation

[Signature]
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Resource Management Associates
 ADDRESS: 17230-A Oak Park Ave.
 CITY: Tinley Park
 STATE: IL
 ZIP: 60477
 PHONE: 708-444-2326 FAX: 708-444-2844
 TAX ID #(TIN): 36-3891120

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Steve W. Hale DATE: 5/2/18

PROPOSER'S CERTIFICATION (page 1 of 3)

Police Promotional Testing
With regard to RFP-0-26-2018/AT, Proposer Resource Management Associates hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Steven W. Hale Steven W. Hale
Proposer's Authorized Agent

36-3891120

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 2nd day of May, 2018.

Heidi R. Twomey
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of Resource Management Associates, and the full names of its Officers are as follows:

President: Charles D. Hale

Vice President
Secretary: Steven W. Hale

Treasurer: /s/

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____ which name is registered with the office of _____ in the State of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____ and if operating under a trade name, said trade name is: _____ which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Travelers

Agent G.A. Crandall + Co., Inc

Street Address 6851 W. 116th St., Tinley Park, IL 60477

PROPOSER'S CERTIFICATION (page 3 of 3)

City, State, Zip Code _____

Telephone Number 708-633-8100

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Resource Management Associates

Print Name and Title of Authorizing Signature: Steven W. Hale - V.P.

Signature: Steven W. Hale

Date: 5/2/18

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Resource Management Associates
 Address: 17730-A Oak Park Ave
 City: Tinley Park, IL Zip Code: 60477
 Telephone: (708) 444-2326 Fax Number: (708) 444-2844
 E-mail Address: RMA9696@gmail.com
 Authorized Company Signature: Steven W. Hale
 (Print) Name: Steven W. Hale Title of Official: V.P.
 Date: 5/2/18

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.
Steven W. Hale Steven W. Hale
Signature Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature Print Name