City of Joplin, MO

REQUEST FOR PROPOSAL

2016-RFP-07

Background Screening
Services

Release Date: April 11, 2016

Due Date: May 9, 2016

2:00 p.m.

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I. City Profile

The City of Joplin, is located in the Southwest corner of Missouri with a census population of over 50,000, and an average daytime population of 250,000. The City is the primary retail and business hub for the "four state" region comprised of SW Missouri, SE Kansas, NE Oklahoma and NW Arkansas. Joplin encompasses approximately 40 square miles. The City employees approximately 525 full time employees with another 150 seasonal throughout the year, with an average payroll of about $33.5 million. Average annual budget is approximately $110 million. The city's fiscal year begins on November 1.

The City staff delivers the following services; regional airport (with commercial flights daily), public works, wastewater, parks and recreation, health services, convention and tourism, planning and development, finance, human resources, risk management, legal, administration, code enforcement, permits, police, information systems, fire and public transportation. The City also is home to extensive art collection located at City Hall and is a frequent tour stop for individuals and groups.

II. Bid Process

Plan Effective Date:

Questions: All contacts must be made through City of Joplin at:
Dave Allgood
602 S. Main Street
Joplin, MO 64802
417 624-0820
dallgood@joplinmo.org

Please direct all requests for clarification via email to Dave Allgood at the address provided above.

Proposal Due Date: Sealed proposals will be received until 2:00 p.m. 5/9/2016, at the City of Joplin, City Hall, 602 South Main Street, Joplin, Missouri 64801, 417-624-0820 EXT 210 Attn: Director of Human Resources and Risk Management.

Proposal Documents Required

1. **Executive Summary**
2. **Completed Questionnaire**
3. **Completed BID sheet**
4. **Certificate of Insurance document**

Each proposal must be a printed document and be in a sealed envelope, the outside of which is plainly marked **"2016-RFP-07, Background Screening Services"** and addressed to the address above. Bids received after 2:00 p.m., 5/9/2015 will be returned unopened. Bids submitted by facsimile or email will be rejected.

Each proposal shall include one original clearly marked as such and three additional copies. All proposals become the property of the City of Joplin. The City will not photocopy your proposal documents for the purpose of complying with this provision requiring three additional copies of the proposal. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.

Any Contract that may be awarded in response to this Notice to Bidders shall be selected and offered at the complete and sole discretion of the City of Joplin. The City of Joplin reserves the right to reject any or all bids, and to waive informalities or irregularities in bids.

All proposal forms shall be properly executed by an officer of the firm making such proposal. All prospective Bidders shall be responsible for routinely checking the City of Joplin web site for other relevant information. City of Joplin shall not be responsible for the failure of a prospective Bidder to obtain addenda and other information issued at any time, related to this RFP. Please note that a proposal will not be accepted that does not contain an acknowledgment of all issued addenda.

The City of Joplin requires a signed Bidders Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and maintained in full effect and compliance during the entire contract period. Failure to comply with these provisions will cause termination of the contract.

The City intends to develop a multi-year contract with the minimum term being 3 years, renewable for up to 2 years. The annual renewal each year shall be subject to the appropriation of contract funds by the Governing Body. After the contract has been awarded, increases or decreases in service are allowable if mutually agreed upon in writing by the parties. Termination provisions will be included in the contract.

III. Proposed Timeline

The following timeline has been identified to assist potential vendors with the scheduling of RFP events. Adherence to timeline is essential.

RFP ACTIVITY	DATE
RFP Distribution to Potential Vendors	**4/11/2016**
RFP Response Due Date	**5/9/2016 2:00 PM CST**
Selection of Finalist	**Week of 5/10/2016**
Presentation by Finalists at City Hall	**Week of 5/16/2016**
Selection of TPA	**Week of 5/24/2016**
Contract to City Council for approval	**6/6/2016**
Plan Effective Date	**7/1/2016**

IV. Instructions

PROPOSALS: All proposals must be made on the forms provided in this package and/or narrative as outlined in these instructions. All proposals must be typewritten, no handwritten proposals will be accepted. No alterations in proposals or in the printed forms will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, the City of Joplin may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone, in any bid, after its submission by the Bidder. Each proposal shall be enclosed in a sealed envelope.
A bid submitted in response to the Notice of Bidders is considered to be an offer, and is submitted by the Bidder as an offer. The Bidder understands and stipulates that a contract does not exist with the City of Joplin unless and until such time as the proposal submitted by the Bidder is accepted by the City of Joplin.

SIGNATURES OF BIDDERS: Each Bidder shall sign a proposal, using the customary name under which the Bidder does business, utilizing the customary signatures of an authorized representative, and providing a full business address, including identity of any registered or local agent. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bids by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed or printed below the signature.

When requested to do so by the City, satisfactory evidence of corporate standing, domiciliary state, authorized agency, or authority of the officer signing on behalf of the corporation, shall be furnished immediately upon request. Failure to provide satisfactory business information,

corporate status or evidence of an authorized bid within five (5) business days is considered evidence of a lack of responsibility which may disqualify a bidder from consideration as a best, responsible bidder.

QUALIFICATIONS OF BIDDERS: A determination of whether to award a bid and any successful bid will include but not be limited to consideration of the following qualifications of a Bidder: (a) maintenance of a permanent, stable or reputable place of business; (b) reputation for and providing personnel adequate necessary to perform the requested work properly, expeditiously and in compliance with generally accepted standards for quality, skill and performance of services in a workmanlike manner; (c) reliability and trustworthiness; and (d) quality of references and appropriate experience.
Each Bidder may be required to show that former work performed has been handled in such manner that there are no just or proper claims pending against such work or Bidder. No Bidder will be acceptable if engaged in any other work or project, which impairs the Bidder's ability to finance or perform this Contract, or to provide proper personnel for the proper execution of this Contact. Each Bidder shall demonstrate ability and responsibility by meeting all requirements set forth in these Instructions to Bidders.

No Bidder may submit more than one (1) proposal. Two (2) proposals submitted under different names will not be received from one (1) firm or association.

SCOPE OF SERVICE: The services to be provided will include, but not limited to, the following:

- Background Investigation
    - Conduct background check
    - Nationwide criminal check
    - County criminal records search each location where applicant has lived
    - Employment verification and reference check
    - Education verification
    - I-9 review
    - OFAC Terrorist watch review
    - National Sex Offender and violent registry check
    - Complete E-Verify
    - Social Security and address trace
    - Professional reference check
    - Pre adverse letter
    - Adverse action letter
    - Motor Vehicle Report
    - Credit report when requested

EVALUATION: Evaluation of proposals will be based on the following criteria:

15% Methodology - that the vendor will use to conduct work outlined in RFP and

evidence of ability to perform the work described herein.

20% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

20% References – will be based on references submitted as part of RFP, but can include clients not submitted.

35% Cost of Services – must contain a cost for each project/process recommended as well as a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City.

VERIFICATION OF QUALIFICATIONS: Each Bidder shall, upon request of the City of Joplin, submit a statement of the Bidder's Qualifications, experience in performing and completing the type of work embraced herein, the organization and resources available for the work contemplated. The City of Joplin shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Bidder to perform the requested obligations and Bidder shall furnish all such information and data for this purpose when requested.

CONFLICT OF INTEREST: Each Bidder, by submitting a proposal, represents that the Bidder has no knowledge that any employee, representative or agent of the bidder is a City employee who has directly or indirectly participated on behalf of the City in the contemplated procurement, or that any City employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the Bidder, and represents that the Bidder reasonably believes that no employee, representative or agent of Bidder is a City employee who has so participated and that no City employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the Bidder.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person/company contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any Instruction to Bidders, General Conditions, or Proposal, they may submit to City of Joplin a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of

such Addendum will be mailed or delivered to each person receiving a set of such documents. All questions shall be submitted in writing and received no later than 5:00 p.m. 5/14/2016, to the City of Joplin contact noted above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning

of any requirement shall be binding on the City of Joplin. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by the City of Joplin before expiration of the ultimate time set for the receipt of bids.

ACCEPTANCE AND REJECTION OF BIDS: The City of Joplin reserves the right to award or not to award, and to accept or reject any bid in the sole and complete discretion and judgment of the City of Joplin. The City of Joplin may award or reject any bid on and for the work covered by the proposal, and may reject any or all bids, or waive irregularities and informalities in any bid submitted, all within the sole discretion of the City of Joplin. All bids received are considered final and shall be binding for one hundred twenty (120) days following the bid due date.

INSURANCE: Each Bidder must submit a completed Bidder's Insurance Checklist. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Missouri and meet minimum financial ratings, if applicable, as supplied by Best or S & P. The City of Joplin shall retain sole and complete discretion to determine whether the proposed coverage and limits are appropriate for the described work, and the City of Joplin shall retain sole and complete discretion to require coverage or limits in addition to those proposed by the Bidder, as a condition of awarding a Contract to the Bidder.

Bidder, if selected shall provide certificates of insurance and renewals thereof on standard ACORD forms. This inclusion shall not make the City a partner or joint venture with the Contractor in its operations hereunder. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed in the certificate. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Joplin, shall apply in excess of, and not contribute with, insurance provided by policies named in this Contract.

Throughout the term of this Contract the (Bidder) Contractor shall maintain the coverage and limits as agreed upon by the City and the Contractor, as set forth in the Insurance Checklist submitted by the Contractor as approved by the City.

NON-DISCRIMINATION: During the performance of this Contract or any subcontract resulting therefrom, the Bidder and all subcontractors shall observe the provisions of Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate because of race,

religion, color, sex, national origin, veteran status, age, disability, or low income. In all solicitations or advertisements for employees the Bidder, all subcontractors and contractors shall include the phrase "equal opportunity employer".

If the Bidder or subcontractor is found guilty of a violation of the Civil Rights Act of 1964, the Bidder, subcontractor or contractor shall be deemed to have breached this Contract, and this contract may be cancelled, terminated or suspended in whole or in part by the City.

The Bidder shall ensure compliance with these provisions by any subcontractor, employee or agent, and when executing subcontracts or purchase orders.

The Bidder shall include the above provisions in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or contractor.

The Bidder further agrees that it shall abide by the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

V. Background Screening Services provider Questionnaire

GENERAL INFORMATION

1. Provide a brief description of the firm, including a list of offices which would handle

the services for the City of Joplin.

2. What type of quality control management methods are used by your firm? Provide a copy of your Best Practices, if available.
3. What is your company's background screening handling and administration philosophy?
4. How are Special Handling Instructions set up and administered to ensure compliance?
5. How would you propose handling the overall administration of this account within your company?
6. Describe how your company will communicate with the client, both informally and formally.
7. Provide information about your reporting system, including any toll free telephonic or electronic systems available.
8. Provide the names of the senior executives ultimately responsible for this program.

STAFFING

1. Provide a list of all technical, supervisory and managerial personnel who will be involved in the handling our account and administration of the program, including resumes which describe experience and qualifications.
2. What is the ratio of supervisory to technical personnel?
3. What is the ratio of technical to support personnel?
4. Do supervisory staff conduct background checks?
5. What is the average tenure with your company for supervisory and technical personnel?
6. What is your turnover rate for supervisory and technical personnel during the past three years?

7. What type of training/continuing education is offered to your technical personnel?
8. Provide information relating to employee performance criteria, describing how staff is evaluated and supervised?
9. In general terms, describe the technical and supervisory personnel compensation program.
10. Will you allow the client to interview prospective technical and supervisory personnel that will be assigned to the clients account?
11. Do you have or the availability of bilingual staff?
12. Will you commit in writing that temporary employees will not be used to handle background checks for the client?

MIS / DATA MANAGEMENT

1. Does your company provide on-line or web based interface for the client? What type of information and data is available? Is it real-time? What training is available?

PRICING

Provide pricing options using the following package pricing request sheet:

City of Joplin
Background Screening Services requested

Package Price Request

BID PRICE:

1. Background Screening Price Per Background _____
   (This includes background check, nationwide criminal check, county criminal records search where applicant has lived, employment verification, education verification, completed I-9 form, OFAC terrorist watch check, national sex offender & violent registry check, e-verify, SS and address history trace, reference check, pre-adverse letter, adverse action letter, and motor vehicle report

2. Credit Report Price Per Report as requested _____

OTHER

1. Provide a list (including contact name, address and telephone number) of three current clients and any former clients who have terminated services with your firm during the past two years.

2. Provide a sample agreement/contract for the City of Joplin's review.

3. Provide evidence of Professional Liability/E&O insurance coverage.