

LEGAL NOTICE
THE CITY OF MERIDEN IS ACCEPTING SEALED PROPOSALS FOR
RFP017-21 Professional Services for the Administration of Background Checks
FOR: City of Meriden, Human Resources Department

Requests for Proposals shall be submitted in the manner specified to the Purchasing Department, 142 East Main Street, Room 210, Meriden, CT 06450-8022 until the close of business **4:00 P.M.** on **November 3, 2016**.

The City will be accepting sealed Requests for Proposals, which are to be submitted in four (4) complete sets, together with general information on the firms, the firm's brochure, along with a resume of key personnel who will be responsible for the daily activities in the various fields of expertise required to accomplish the project.

The City of Meriden is seeking proposals from professional firms to administer background checks for new hires.

The successful firm shall have extensive, successful experience in providing such services. Proposals should include detailed information regarding the methodology of the firms practices, a fee schedule and at least three (3) references from current clients.

RFP documents can be obtained from the City of Meriden website www.meridenct.gov , Quick Links to Bids, RFPs and Legal Notices, or email your request to purchasing@meridenct.gov.

The successful firm shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of service.

The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices.

Minority owned firms are invited to submit their qualifications independently or as a joint venture with other consultants for the entire assignment.

Additionally, all interested firms shall submit a detailed statement indicating the organizational structure under which the firm proposes to conduct business. Proposed sub-consultants, sub-contractors, joint ventures, etc. should be clearly identified. The relationship of any "parent" firm with any of the parties concerned must be clearly defined.

Request for Proposals received after the date and time specified shall not be considered and shall be returned unopened.

The City of Meriden reserves the right to reject any or all Requests for Proposals and to accept any or all Requests for Proposals, if it is deemed to be in the best interest of the City of Meriden.

Wilma C. Petro, CPPB, C.P.M.,
Purchasing Officer,
City of Meriden

Dated: October 13, 2016

**RFP017-21 ADMINISTRATION OF BACKGROUND CHECKS
CITY OF MERIDEN, CONNECTICUT**

INTRODUCTION

The City of Meriden is soliciting proposals for the administration of background checks from certified individuals/firms.

The City of Meriden requires background checks when new employees are hired. At this time, the average is about three (3) hires per month but summer help background checks could exceed 100.

QUALIFICATIONS

Eligible quality management consultants will be those individuals, businesses and firms that have the following qualifications:

1. Proposer must have demonstrated experience and expertise in regard to providing the types of services requested.
2. Proposer should have a proven track record in providing these types of or similar services for municipal governments. The City would prefer a firm who has worked with other Connecticut municipalities.
3. Proposer must be qualified and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.

SCOPE OF SERVICE

The City is interested in different levels of background checks, i.e. a City Manager candidate vs. a seasonal laborer.

Agreement Period

The City anticipates entering into a contract with the selected Consultant commencing on or about November 1, 2016.

The City will contractually reserve the right to cancel the contract at any time. The agreement period for any contract or purchase order resulting from this RFP shall ultimately be as negotiated to the mutual agreement of the parties.

Additional Conditions

All those submitting proposals must be willing to adhere to the following additional conditions and must positively state this in the proposal.

1. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
2. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period. However, please note that the City prefers not to have the services subcontracted.
3. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. *Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Purchasing Officer.*

RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The City may, in its sole discretion, clarify, modify, amend or terminate this RFP if the City determines it is in the City's best interest. Any such action shall be effected by a posting on the City's website, www.meridenct.gov, **Each proposer is responsible for checking the City's website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year agreement, the City also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the City shall have no obligation or liability to the successful proposer for any unfunded year or years.

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in a sealed envelope marked "**RFP017-21 – Administration of Background Checks**" to the Purchasing Office at the Meriden City Hall, 142 East Main Street, Meriden, CT 06450, no later than **4:00 P.M., November 3, 2016**.

One (1) original and three (3) copies of sealed proposals must be received in the Purchasing Office by the date and time noted above. The City will not accept submissions by e-mail or fax. The City will reject proposals received after the date and time noted above.

Proposals may be withdrawn personally or in writing provided that the City receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the City sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

Proposal Requirements & Required Format

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Summary of Relevant Experience. A listing of projects that the proposer has completed within the last three (3) years of a similar nature to those included in the Scope of Services in this RFP must be provided.
- b. The following additional information shall be provided by each proposer:
 - General description of the organizational structure of your institution including parent and/or subsidiary companies and the number of employees.
 - Identify who will be the primary client relationship manager.
 - Provide a general representation of the key factors and other important considerations that you feel separates your institution/firm from others in providing the requested services.
 - Provide a detailed description of your firm's technical resources and experience in providing the desired scope of services to similarly sized entities.
 - Disclose any current (last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.
 - If your firm maintains an ethics policy, please provide a copy with RFP submission.

3. Statement of Qualifications and Work Plan

Qualifications. Describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

- a. Work Plan. Describe the approach that would be generally followed in undertaking these tasks.
- b. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. References

Each proposer should list the name and contact information of three (3) references that the City may contact.

5. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

QUESTIONS AND AMENDMENTS

No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to purchasing@meridenct.gov or faxed to 203-630-3852, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Meriden website under Bids, RFPs and Legal Notices, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposers are prohibited from contacting any other City employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

ADDITIONAL INFORMATION

The City reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the City in its sole discretion deems desirable.

COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the City shall have no liability for such costs.

OWNERSHIP OF PROPOSALS

All proposals submitted become the City's property and will not be returned to proposers.

FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the City. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the City's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the City's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

TAX EXEMPTIONS

The City is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

AWARD CRITERIA & SELECTION

The City reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The City reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The City also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The City will accept the proposal that, all things considered, the City determines is in the best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the City's interests, including compliance with the procedural requirements stated in this RFP.

A. Evaluation Criteria

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- The background experience, and strength of the Proposer in providing similar services elsewhere, including the level of experience in working with other Connecticut municipalities of similar size, and the quality of services performed, for other municipalities.
- The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
- A review of references provided with the Proposal, and administration of prior contracts.
- Competitiveness of proposed fee. The City reserves the right to negotiate fees with the selected Proposer.

The City will not award the proposal to any business that or person who is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

The City may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

If the proposer does not execute the Contract within ten (10) business days of the date of notification, unless extended by the City, the City may enter into discussions with another proposer.

ATTACHMENTS

Insurance Requirements

8. **Insurance:**

The Consultant shall provide and maintain a Certificate of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

All insurance coverage shall be provided by the Consultant at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverages provided under the Consultant's policies.

The Consultant shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Consultant agrees that the coverage or the acceptance by the City of certificates of insurance indicating the type and limits of insurance shall in no way limit the liability of the Consultant to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Consultant shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Consultant shall provide coverages that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Consultant shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured
- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured. The Consultant shall provide notification to the City in the event of any material change, modification, cancellation or non-renewal of insurance coverage. During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all Consultation activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Premises/Operations
 - II. Products - Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors

- b. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Non-owned automobile
 - II. Liability and Physical damage
 - III. All owned (private passenger and other than private passenger)
 - IV. Any automobile
 - V. All scheduled automobiles

- c. The Consultant shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
 - \$500,000.00 each accident
 - \$500,000.00 disease policy limit
 - \$500,000.00 each employee disease

- d. The Consultant shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Consultant against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim and a \$2,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.