



CITY OF MUSKEGON

REQUEST FOR QUALIFICATIONS

PROJECT NAME: Background Investigation Services

DATE OF ISSUANCE: October 17, 2024

DATE PROPOSAL DUE: November 7, 2024 2pm

ISSUING OFFICE:
City of Muskegon Clerk's Office
Ref. Background Investigation Services
933 Terrace St
Muskegon, MI 49440

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Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFQ, please contact Scott Zonnebelt at the City of Muskegon via (231) 724-6750 or via E-mail at scott.zonnebelt@shorelinecity.com.

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

Telephone No. _____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO BIDDERS

QUALIFICATIONS

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon Clerk's Office
Ref. Background Investigation Services
933 Terrace St
Muskegon, MI 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted no later than **November 7, 2024 at 2pm.**

AWARD / REJECTION OF QUALIFICATIONS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will not be completed until confirmed and recommended by the City Commission.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager (Scott Zonnebelt) with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposals, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT

Invitation

The City of Muskegon Police Department (hereinafter referred to as “City”) performs background checks as part of the City’s pre-employment process for both sworn and civilian employees. A background check is processed prior to a candidate being selected for hire. This includes, but is not limited to inquiries into one’s criminal, employment, and credit history.

The City’s purpose of this Request for Proposals (hereinafter referred to as “RFP”) is to enter into a contract for Background Investigation Services for pre-employment background checks.

Scope of Work

The following list summarizes the information typically obtained for all candidates through the City’s pre-employment background investigation. Additional information may be required for individuals at higher levels.

- Local, state, and federal criminal record search.
- Employment verification for current and previous employers.
- Social Security number trace.
- Education verification.
- Credit report.
- Reference interviews.
- Candidate Interview.

Contractor Minimum Requirements

Contractor shall possess a valid Michigan Private Investigator license as outlined under, the Michigan Professional Investigator Licensure Act, Act 285 of 1965, as amended. It is preferred that personnel who perform background investigations under this contract have prior Law Enforcement investigative experience and are familiar with the Michigan Commission on Law Enforcement Standards published under the authority of 2016 Public Act 289.

Licensing

The contractor shall be authorized to do business in the state of Michigan and comply with all pertinent state and federal requirements, laws, orders, ordinances, codes, and regulations.

Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Contractor in connection with the performance of its obligations under this contract, shall be the sole and exclusive property of the City. Contractor shall retain in its files sufficiently detailed working papers relevant to its engagement with the City. Contractor further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of the City.

Confidentiality

Contractor must agree to keep confidential any and all information concerning the plans, operations or activities of the City which may be divulged by the City or ascertained by Contractor in the course of performing services under any contract with the City. In the event Contractor is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Contractor shall, upon notice of such required disclosure and prior to disclosure, immediately notify the City and allow the City the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Contractor shall exhaust all legal means to prevent disclosure.

Terms

The contract between the City and the successful Contractor will have an initial term of one (1) year. The contract will be eligible for annual renewal for up to an additional two (2) years, thereby resulting in a potential up to three (3) year contract.

The City reserves the right to reject any and all proposals. The City reserves the right to enter into negotiation with more than one Contractor simultaneously and negotiate the best contract terms to benefit the City. The City intends to ultimately contract with one vendor to provide Background Investigation Services and all aspects of this contract. All potential Contractors are solely responsible for any and all costs incurred as a result of Contractor's response to this RFP and participation in the RFP process.

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

- Signed and completed proposal and award page.
- Narrative of understanding of service.
- Verification of applicable licenses.
- Summary of professional experience for all employees conducting background investigations.
- Organizational capacity, and other services provided by the firm.
 - Examples of completed background reports redacted if necessary.
 - List of References.
- Scope of Work – include a detailed explanation of how the consultant proposes to perform the Scope of Work that includes:
 - Estimated time to complete background investigation.
 - Cost breakdown for each background investigation.

EVALUATION

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City. The following points will be used as scoring criteria of the proposals submitted; (40) Qualifications of Team, (30) Understanding of Service, (20) Priced Proposal, (10) Location.

The City's purchasing policy is established to ensure purchasing activities that are fair and equitable, maximize purchasing value for public funds, and to maintain a procurement system of quality and integrity throughout the procurement process. These policies and procedures are intended to ensure that all city funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Muskegon.

DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.

- 14% minority owned businesses.
- 7% female owned businesses.

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons.

SCHEDULE FOR AWARD

Issue RFP	October 17, 2024
Proposal Due Date	November 7, 2024 2pm
City Commission Consideration and Award of Bids.....	November 26, 2024
Contract Work Period	January 1, 2025 – January 1, 2026

INSURANCE REQUIRMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. Hold Harmless Agreements: To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. Consultant Insurance Requirements: Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
- Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
 - Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
 - If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.