

**REQUEST FOR PROPOSALS FOR  
PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Office of Human Resources**

**RFP NUMBER**

**13-10380-4465**

**DATE OF ISSUANCE**

**September 16, 2013**

**REQUEST FOR PROPOSALS FOR  
PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES  
RFP 13-10380-4465**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for pre-employment background screening services.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Human Resources Department.

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** The Commission is requesting proposals for a vendor to provide comprehensive pre-employment background screening services for newly hired employees, as detailed in the work statement in Part IV.

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services contract based on the services ordered and rendered for pre-employment screenings. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

**I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I.9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with **RFP 13-10380-4465** in the Subject Line to be received no later than 12:00 PM local time on **Friday, September 27, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

**I-11. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **2:00 PM** local time on **Wednesday, October 16, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

**Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission.** Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**I-12. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **six (6)** hard copies of the Technical Submittal and **six (6)** hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format.** The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:  
Contracts Administration Department  
Attn: Wanda Metzger  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

US Mail Delivery Address:  
Contracts Administration Department  
Attn: Wanda Metzger  
PA Turnpike Commission  
P.O. Box 67676  
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

**I-13. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-14. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

**I-15. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**I-16. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**I-17. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains

confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

*See Crum v. Bridgestone/Firestone North Amer. Tire.*, 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**I-18. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

**I-19. News Releases.** News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

**I-20. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

**I-21. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

**I-22. Term of Contract.** The term of the contract will commence on February 1, 2014 and will end on January 31, 2015, with the option of three (3) one-year renewals.

**I-23. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.

- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

## **I-24. Insurance.**

### **A. General Insurance Requirements**

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.
3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
  - a. The retroactive date must be on or prior to the start of work under this contract; and
  - b. The Subcontractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years – the required completed operations period.
4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor's work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state



this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.

5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor's Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention's of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commissions written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best's rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insured's for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.
  - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

## **B. Professional Service Contractor Liability Insurance Requirements**

- The Professional Service Contractor shall purchase the following insurance coverage's for the minimum limits specified below or required by law.

- **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000 each occurrence;  
 \$1,000,000 personal and advertising injury;  
 \$2,000,000 general aggregate; and  
 \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”);
  - General aggregate limit applying on a per project/ location basis;
  - Liability arising from premises and operations;
  - Liability arising from the actions of independent contractors;
  - Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
  - Liability arising from the explosion, collapse or underground (XCU) hazards (If Applicable)
  - Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insured’s as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
    - Liability arising out of the ownership, maintenance or use of any auto;
    - Auto non-ownership and hired car coverage
    - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
  - **Workers’ Compensation** insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; **employer’s liability** insurance with minimum limits of:
    - \$1,000,000 each accident for bodily injury by accident;
    - \$1,000,000 each employee for bodily injury by disease; and
    - \$1,000,000 policy limit for bodily injury by disease.
    1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
    2. United States Longshore & Harbor Workers Act Coverage, where applicable; and
    3. Maritime Coverage under the Jones Act, where applicable.
  - **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.

- **Umbrella Liability or Excess Liability** insurance with minimum limits of:

\$5,000,000 per occurrence;  
 \$5,000,000 aggregate for other than products/completed operations and auto liability; and  
 \$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

- **Pollution Liability (If Applicable)** Insurance

- Occurrence/Claims Made Limit: \$1,000,000 per project
- Insurance to be maintained for the duration of the work for a period of two years thereafter
- No Exclusions for Silica, Asbestos or Lead.
- Include Mold Coverage for full policy limit of liability.

- **Watercraft and Aircraft Liability (If Applicable):** If contractor utilizes any owned, used, leased, hired or borrowed watercraft or aircraft to complete their work in accordance with this Contract, the coverage shall be maintained.

Minimum Limits of Liability:

\$2,000,000 Per Occurrence  
 \$2,000,000 Aggregate

### **C. Indemnification**

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of the completed proposal cover sheet (use Appendix A) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II-8 hereof; (ii) Cost Submittal, in response to Part II-9 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

#### **II-1. Proposal Cover Sheet (Appendix A)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES, RFP 13-10380-4465**. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

**II-2. Statement of the Problem.** State in succinct terms your understanding of the service required by this RFP.

**II-3. Management Summary.** Include a narrative description of the proposed effort and a list of the services to be provided.

**II-4. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the descriptions in Part IV-3 and Part IV-4 of this RFP as your reference point. Modifications of the descriptions are permitted; however, reasons for changes should be fully explained.

**II-5. Prior Experience.** Include experience in pre-employment background screenings. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-6. Approach.** Response to Part V – Questionnaire of this RFP and methods for managing the service/project.

**II-7. Training.** If appropriate, indicate recommended training of Commission personnel. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

**II-8. Commitment to Diversity and Inclusion**

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program ([www.paucp.com](http://www.paucp.com)) at the time of the submission of the proposal. Small disadvantaged, minority and women-owned businesses are encouraged to submit a proposal in response to this RFP.

**II-9. Cost Submittal.** The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, and on a CD-ROM, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The total cost you are proposing must be broken down but not limited to the following components:

**COST BREAKDOWN** - Itemize to show the following for each category:

- (1) **Required Services** (to be included for every applicant for pre-employment screenings):
  - (a) **Social Security Number Trace** - Rate per applicant. (Yields names/addresses associated with the supplied social security number)
  - (b) **Federal Criminal Background Search** - Rate per applicant. (Results should include all federal district courts, for all names listed in results of Social Security Number Trace. Results should include misdemeanor and felony offenses within the past 7 years.)
  - (c) **Pennsylvania – Statewide Criminal Background Search** – Rate per applicant. (Results for all names listed in results of Social Security Number Trace. Results should include misdemeanor and felony offenses only, from all PA court records. Results should include offenses within the past 7 years.)
  - (d) **Prior Employment Verification** – Rate per applicant. (Verification of prior employment dates and including questions relating to whether applicant is eligible for rehire, basic performance, etc. Results should include a maximum of 10 years of prior employment, not to exceed verification of 3 prior employers per applicant.)

- (e) **Total Cost of all “Required Service” categories above, per applicant.**
- (2) **Optional Services** (Services will be ordered on an as-needed basis, not required for every applicant.)
- (a) **Professional Reference Checks** – Rate per applicant for three (3) reference checks. (When ordered, reference checks will include a total of three (3) references. Results will include basic questions related to references’ professional relationship to applicant and knowledge of applicant’s strengths/weaknesses and work performance.)
- (b) **Educational Degree Verification** - Rate per applicant. (Rate for verification of completion of a diploma or degree from one institution – high school, post-secondary, trade school, etc.)
- (c) **International Degree Verification** - Rate per applicant. (Rate for verification of completion of a diploma or degree from one institution located outside of the United States.)
- (d) **License Verification** – Rate per applicant. (Rate for verification of one professional license or certification- ex. CPA.)
- (e) **Out-of-State Criminal Background Search – All Names/All Counties** – Rate per applicant. (Results for all names listed in results of Social Security Number Trace. Results should include court records of misdemeanor and felony offenses only, from all counties within a specified state other than Pennsylvania. Results should include offenses within the past 7 years. If rates vary per state, include detail on varied rates.)
- (f) **Out-of-State Criminal Background Search – All Names/One County** – Rate per applicant. (Results for all names listed in results of Social Security Number Trace. Results should include court records of misdemeanor and felony offenses only, from one county within a specified state other than Pennsylvania. Results should include offenses within the past 7 years. If rates vary, include detail on varied rates.)
- (g) **Additional Employer Verification** – Rate per applicant. (Verification of one prior employer. This optional service will be used when the results of the required prior employment verification above yields either no results for an employer, or incomplete results.)
- (h) **Additional Professional Reference Check** – Rate per applicant. Results will include one professional reference check. This optional service will be utilized when any of the results of the professional reference checks in 2(a) above yield no results.)

**Any costs not provided in the cost proposal will be assumed as no charge to the Commission.**

**The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The**

**Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.**

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

**III-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**III-4. Evaluation Criteria.** The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

**a. Understanding the Problem.** This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.

**b. Proposer Qualifications.** This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

**c. Soundness of Approach.** Emphasis here is on the Proposer's responses to Part V - Questionnaire of this RFP, and methods for managing the service/project. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.



**d. Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

**a. General.** The Commission is soliciting proposals from qualified pre-employment background screening service providers to perform services for a one-year term, beginning February 1, 2014. The proposal will include the option of up to three (3), one year renewal terms.

**b. Specific.** The Commission is soliciting proposals from qualified pre-employment screening service providers that are competitively priced. The provider must be able to perform all required service categories and all optional service categories within the specified time constraints. The provider must perform the services effectively and efficiently.

#### IV-2. Nature and Scope of the Project.

##### **Background:**

The Pennsylvania Turnpike Commission is an independent agency of the Commonwealth of Pennsylvania.

The Pennsylvania Turnpike is a key transportation route within the Commonwealth of Pennsylvania and a vital link in the network of the eastern United States. The Pennsylvania Turnpike is 552 miles in length with 67 fare collection facilities, 17 service plazas, 1 welcome center, 22 maintenance buildings, 8 police barracks and 5 tunnels. For more information, go to [www.paturndpike.com](http://www.paturndpike.com).

Currently, there are over 2,100 active employees of the Commission who work in over 110 locations, including three administrative offices: the Central Administration Office in Middletown, PA, the Eastern Regional Office in King of Prussia, PA and the Western Regional Office in New Stanton, PA.

On average, the Commission hires approximately 150-200 new employees per calendar year. All employees must successfully complete a pre-employment background screening before a formal employment offer is made. This screening includes the "Required Service Categories" for all employees (Social Security Number Trace, Federal Criminal Background Search, Pennsylvania Statewide Criminal Background Search, and Prior Employment Verification). Approximately fifty percent (50%) of newly hired employees will also be required to successfully complete certain "Optional Service Categories" (Professional Reference Checks and Educational Degree Verifications). All other "Optional Service Categories" are performed on an "as-needed" basis.

#### IV-3. Requirements/Tasks.

The proposed pre-employment background screening service plan must include the ability to complete all services as noted in Part II-9. The turnaround time to complete all services for each applicant should be 3 business days (in no case to exceed a maximum of 5 business days).

The plan must allow for ordering of the services by the Commission to be done electronically. The plan must allow for the transmission of results for all services to be completed electronically. The proposal should include a description of all methods used for ordering and transmission of results.

The plan must include customer service assistance by the provider at a minimum during the regular business hours of the Commission (8:00am EST to 5:00pm EST).

The plan must include monthly billing, with accompanied statements, which will clearly indicate the services which were provided, per applicant.

The chosen vendor must provide efficient implementation of the required services and optional services as part of its ordering system to allow for ordering of pre-employment screening services to commence immediately following contract execution. The vendor must provide timely, efficient and accurate processing of orders. Customer Service personnel should be readily accessible throughout the implementation, as well as to respond to inquiries in a timely manner throughout the course of the contract. Billing should be supplied in a timely manner and should accurately reflect the services performed and the contracted prices for all services.

#### **IV-4. Reports .**

The chosen vendor shall provide timely and accurate reports, available electronically, that include the results of each pre-employment background screening. Reports shall include results of successfully completed background screenings, as well as those that could not be completed. Additional information regarding attempts made at contacting references, institutions, etc. must be included in each report, along with providing an explanation for any service that could not be completed. Search capabilities must be included in the ordering system to allow the Commission to perform searches based on date, applicant name, screening type, etc.

Billing statements should include detail for each applicant including name, date ordered and an itemized listing of all background screening services provided (with the cost associated with each service).

**PART V**  
**QUESTIONNAIRE**

**1) COMPANY BACKGROUND**

Please include specific information regarding your company, such as:

- a) Years in pre-employment screening service business
- b) Number of clients for pre-employment screening services
- c) Company financial information and ratings
- d) Explain what differentiates you from your competitors
- e) Pennsylvania presence

**2) CUSTOMER SERVICE**

- a) Include information regarding location, days, hours of operation.
- b) Include information on the number of customer service staff available to process orders.
- c) Include information on response-time standards you adhere to when responding to inquiries.

**3) ORDER PROCESSING**

- a) Describe your system used for entering and processing orders, along with its key features and capabilities. Include information regarding system security.
- b) Provide statistical data relative turn-around time, including average turn-around time and maximum turn-around time.
- c) Provide explanation of any planned system changes and any proposed effect on order processing under your proposal.
- d) Explain the format in which the status of orders and background screening results are provided, such as:
  - Can results be viewed while the order is still in process, or after completion of orders?
  - What details are provided in the background screening results (ex. # of attempts to contact, contact information used to verify screening method, incomplete results, etc.)
  - Explain your standard procedure for the # of attempts you will make to reach a professional reference, employer, etc. Is this negotiable?
- e) Explain any guarantees you offer for accuracy and timeliness of search results.
- f) Explain what reporting/search capabilities are available in your system.

**4) BILLING**

- a) Describe your preferred method of billing.
- b) Describe what detail is provided in your billing for each applicant or background screening performed.

## **5) DOCUMENTS**

Please provide the following sample documents as part of your submission:

- a) "Authorization for Release of Information" form
- b) Print-out of your order form
- c) Print-out of background screening results that would be typical for an applicant
- d) Contract
- e) Billing Statement

**APPENDIX A – PROPOSAL COVER SHEET**

**Pennsylvania Turnpike Commission**

**Pre-Employment Background Screening Services**

**RFP# 13-10380-4465**

**Enclosed in two separately sealed submittals is the technical and cost proposal for the Proposer identified below for the above referenced RFP:**

<b>Proposer Information:</b>	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

**Submittals Enclosed and Separately Sealed:**

<input type="checkbox"/> Technical Submittal	<input type="checkbox"/> Cost Submittal
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**Signature**

Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: \_\_\_\_\_

Print Name

Title

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

# Addendum No. 1

RFP # 13-10380-4465

## PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES

**Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:**

Following are the answers to questions submitted in response to the above referenced RFP as of September 27, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Name of the current (or last) contractor?

**Pre-Employ.com**

2. Schedule B CLIN pricing for the current (or last) contract. (If not releasable, please provide the contract's annual dollar value.) Please include the Contract Number, and the time period that the pricing represents.

**The bid tabulation is posted on the Commission's website: [www.paturndpike.com](http://www.paturndpike.com) Doing Business with the PTC; Purchasing; Bid Notices; View Awarded Official Sealed Bid Tabulations.**

3. Relative to Section II – 9 (Page 11) Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. **Question:** *Will the commission allow for pass through fees such as County and State access fees or any other pass-through fees?*

**The Commission agrees to incur pass-through fees for employment and educational verifications.**

**The Commission agrees to incur the cost of pass-through fees for out-of-state criminal backgrounds results, only when submitted by vendor in advance for approval. Any delays in processing of criminal background results that occur as a result of this approval process will be considered acceptable.**

4. Relative to Section II (1) Required Services (Page 11)

**Question:** *Can the four required services for every applicant (SS# Trace / Federal Criminal Background Search/ Pennsylvania Statewide Criminal Background Search and Prior Employment Verification) be billed as one package price per applicant, or does the Commission require each of those services to be billed separately as four billable items?*

**The required services may be billed as a package for each applicant. However, the individual cost of each service must be included in the proposal, along with any discounted "package" cost.**

5. Relative to Cost Breakdown (2)(e) (Page 12) Out-of-State Criminal Background Search – All Names/All Counties – Rate per applicant. (Results for all names listed in results of Social Security Number Trace. Results should include court records of misdemeanor and felony offenses only, from all counties within a specified state other than Pennsylvania. Results should include offenses within the past 7 years. If rates vary per state, include detail on varied rates.)

**Question:** *For out of state criminal background search requests - All Names, All Counties; do you want us to run all counties or would a statewide criminal records search for that particular state suffice?*

**The statewide search may be performed for those states that have a system of reporting to support this method (i.e. it will include all criminal records throughout all counties within the state). For those states which do not report county records to the state level, the option to do county searches is required. The Commission will select which counties are to be searched, in the event a statewide search is not available.**

6. Part IV-3. Requirements / Tasks (Page 16) The proposed pre-employment background screening service plan must include the ability to complete all services as noted in Part II-9. The turnaround time to complete all services for each applicant should be 3 business days (in no case to exceed a maximum of 5 business days).

**Question:** *According to the Pennsylvania State Police portal “Pennsylvania Access To Criminal History Fact Sheet” - it states that if a subject’s information hits on something in the database, the request will go into a “request under review” status, awaiting manual review. It states that “it may take up to two weeks for a status to be updated from a “request under review” to a “no record” or “record”. Will the commission recognize that in the state of Pennsylvania (and possibly in other states), it may take more than five days for results to come back with a definitive disposition of “record” or “no record”?*

**The Commission will accept an extended timeframe as a result of limitations of the Pennsylvania State Police Portal, or comparable out-of-state methods, provided that the vendor will provide notification of such delays in the form of a status update, in a timely manner.**

7. Part V – Questionnaire (Page 18) – Company Background  
c) Company financial information and ratings

**Question:** *What specific company financials and ratings information are required to comply with this request?*

**Please include the following (at a minimum):**

- a. Method of Business Organization (Sole Proprietor, LLP, LLC, Corporation, etc.)**
- b. Private or Publicly Held**
- c. Company’s Annual Revenue**
- d. Current credit rating as determined by one (or more) of the following agencies: A. M. Best, DBRS, Dun & Bradstreet, Standard & Poor's, Moody's or Fitch Ratings**

All other terms, conditions and requirements of the original RFP dated September 16, 2013 remain unchanged unless modified by this Addendum.