

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 7F  
DATE 6/11/12

Meeting Date: June 11, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Item: #20110048-Pre-employment Background Screening

Recommended Action:

Approval to Award and enter into a Contract with **Intelligent Screening Solutions, Inc. (ISS)**, for the Pre-employment Background Screening – This is a **unit price based contract plus a one-time \$10.00 Indemnification**, for three (3) years with the option to renew for one (1) additional three (3) year term.

Exhibits: Department memo(s) attached [X] yes [ ] no  
All Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents

Explanation/Background Information:

The City required a service to give complete – comprehensive background investigation for new hires. Office of Management and Budget advertised on DemandStar on March 27, 2012 to 144 suppliers. OMB received four (4) bids on April 18, 2012. Staff is recommending Intelligent Screening Solutions, Inc. (ISS) who offered the best pricing, services and reporting capabilities. ISS met all qualifications and requirements and is the best value to the City.

Purchase is a replacement

Purchase was budgeted.

Department requests expenditure from the following:

Fund	001	General Fund
Cost Center	1310	Human Resources
Object Code	534000	Other Contractual Services
Project		

Director of OMB concurs with award: CL City Manager concurs with award: [Signature]

Department requests \_\_\_\_\_ minutes to make a presentation.

Submitted by: Susan Williams, Human Resources, Director

Date Submitted: June 4, 2012



# **CITY OF PORT ST. LUCIE**

## **Human Resources**

.....  
**A CITY FOR ALL AGES**

June 4, 2012

David Pollard  
Director, OMB

Re: City Background Screenings

In reviewing the received Bids for Bid #20110048 – Background Screenings, it is the recommendation of this office to select Intelligent Screening Solutions, Inc. (ISS). Intelligent Screening Solutions, Inc. had the best pricing, services, reporting capabilities and on line capabilities, and filled all of the City's requirements.

I will note that Castle Branch, Inc. was the lowest bidder in a few requested areas, but did not meet the City's criteria.

We feel the best value for the City in regards to the criteria the City is looking for that Intelligent Screening Solutions, Inc. is the best value overall. They will also give the City a 3% discount by using the credit card.

Please add this item to the next available agenda to go before Council for approval.

Please do not hesitate to contact me at 871-5207 regarding this matter. Thank you in advance for your immediate attention to this matter.

Thank you,

Susan Williams, PHR  
Director Human Resources

**CITY OF PORT SAINT LUCIE  
CONTRACT**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **City of Port St. Lucie Florida**, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Intelligent Screening Solutions, Inc., (ISS)**, located at 558 East Castle Pines Parkway, B4-197, Castle Rock, CO, 80108 a Colorado Corporation, Telephone No. (866) 293-6641 - Fax No. (888) 835-0485, hereinafter called "Contractor," party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Intelligent Screening Solutions, Inc.  
Att: Melanie House  
558 East Castle Pines Parkway  
Castle Rock, CO 80108  
Telephone 303-503-6079 Fax 888-835-0485  
Email: mhouse@iss-solutions.com

City Contract Administrator: Office of Management & Budget  
Att: Lisa Marie Lawrence  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772-871-7390 Fax 772-871-7337  
Email: llawrence@cityofpsl.com

City Supervisor: Human Resources  
Att: Tammy Grieve  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772- 871-7390 Fax 772 807-4428  
Email: tgrieve@cityofpsl.com

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110048-LL – Pre-employment Background Screening, including all addenda are hereby incorporated by this reference.

### Specific Requirements –

1. An account manager to be the primary point of contact. This account manager shall remain available throughout the term of the contract. If the City determines that the account manager is unable to perform in accordance with the service requirements or to communicate effectively, the account manager shall be replaced at the written request of the City.
2. Changes in personnel law may impact services to be provided. ISS is responsible for compliance with, and must have the ability to stay abreast of, any such changes.
3. Criminal history checks shall include felony and misdemeanor records checks through the U.S. and Florida. Checks shall include sexual offender / child molester registry search.
4. All criminal history check information shall be obtained from actual courthouse, state or county repositories. Database information is acceptable if it complies with the Fair Credit Reporting Act (FCRA) (as amended).
5. Non-legal guidance and interpretation regarding criminal background checks to be the City's designated Human Resource (HR) Representative for this solicitation.
6. Social Security verification
7. Education verification.
8. Professional license verification.
9. Motor Vehicle Records search
10. Prior employment check
11. Credit check
12. ISS shall work with the HR Department to design and coordinate report forms and/or to set up custom checks and have access to ala cart services.
13. ISS shall provide a monthly report, which coordinates with the monthly billing statement and shows all background checks for that month, which includes at a minimum, information such as:
  - a. Name of candidate
  - b. Type(s) of checks conducted
  - c. Itemized cost per check
  - d. Outcome: favorable/unfavorable
  - e. Multijurisdictional search
  - f. Name of entity searched
  - g. Number of applicant addresses searched
14. ISS shall provide annual reports by fiscal year and summarize activity for the year.

### Service Requirements –

Ordering background investigations should be user friendly and efficient. To maintain confidentiality results of background investigations should not be mailed or faxed. Delivery method(s) should be secure. ISS shall be responsible for:

1. Provide a secure website using encryption and authentication standards to protect the confidentiality of web transactions. The website should incorporate a mechanism for detecting any alterations in transit, so that eavesdropping on or tampering with web traffic is impossible. This is essential for the safe transmission of confidential personal information. The website should be user friendly, and efficient in the ordering of criminal background checks and receiving detailed reports by the designated HR representative.
2. Utilizing existing databases or search individual courthouse records in the applicable county where the applicant has lived within the last seven (7) years or within the last ten (10) years for substantial authority positions, as requested by the HR representative.
3. When requested in writing by the HR representative, perform, national, statewide background checks, including criminal searches, limited to the specific state or state(s) where the applicant has resided within the last seven (7) years or within the last ten (10) years for substantial authority positions.

### Response time -

1. ISS shall provide via e-mail an acknowledgment receipt for background checks requested within twenty-four (24) hours.
2. Background information must be available no later than forty-eight (48) hours after receipt is acknowledged.
3. If a request is made to expedite processing outside of the agreed turnaround time, the Contractor shall work with the City as much as is reasonably possible to facilitate expediting processing.
4. A written request for additional time to complete the services for out-of-state or international searches, which includes a justification, shall be submitted by the contractor to the designated HR representative in every case where the background checks will require more than the forty-eight (48) hour requirement.

## **SECTION II TIME OF PERFORMANCE**

Contract period shall commence **July 1, 2012** and terminate **June 30, 2015** unless otherwise extended by written agreement or change order as per Section XXII. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

Item	Item Description	Unit Pricing less 3% discount
1	Employment Verification (covering 7 yrs)	\$ 5.09
2	National Criminal Search (all states)	\$ 3.15
3	Statewide Criminal Records (FDLE) 7 or 10 yrs	\$28.13
4	County Courthouse Search with Social Trace (includes all counties with 7 yrs)	\$ 5.33
5	MVR Search (include FL State Fee)	\$ 9.79
6	Professional License Verification	\$ 4.85
7	Education Verification (Highest Level)	\$ 5.33
8	Credit Checks	\$ 4.85
9	Monthly Minimum	None
10	Set Up Fees	None
11	RUSH Service Fees**	\$ 4.85
	**One – Time: First 8 Rush Service - no charge	

Payments will be disbursed in the following manner: Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10<sup>th</sup>) day of the month, and payments shall be made by the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the VISA number and Contract number.

**SECTION IV  
CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V  
INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000

General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. This policy must include coverage for discrimination.

The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. This policy must include coverage for discrimination.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Florida Municipal Corporation, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipal Corporation, its officers, employees and agents, and Contract #20110048 for Pre-employment Background Screening shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and

request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow" Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## **SECTION VI PERFORMANCE AND PAYMENT BONDS**

Not Applicable

## **SECTION VII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## **SECTION VIII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION IX  
COMPLIANCE WITH LAWS**

The Contractor shall give and otherwise comply with, all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any other amendments or change orders thereto to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**SECTION X  
CLEANING UP**

Not Applicable

**SECTION XI  
NOTICE OF PERFORMANCE**

Not Applicable

**DELIVERY DOCUMENTATION**

Not applicable

**SECTION XIII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall conduct the inspection as soon as practicable after receipt of the Contractor's Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If, the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor shall, as soon as practical, inform the representative or contact person of the respective parties hereto, of the specific findings of the inspection. The City shall provide the Contractor with the opportunity to correct, remedy or fix within a reasonable time frame but no longer than ten (1) days from the date of being informed of the unfavorable inspection the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIV  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms

of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

## **SECTION XV LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

## **SECTION XVI SAFETY PRECAUTIONS**

Not Applicable

## **SECTION XVII ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

## **SECTION XVIII TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, as extended pursuant to section XXII of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination, obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of

materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse, willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly provide written notice to the City, of the delay in performing the work. Contractor shall provide such written notice of delay within (two) 2 days of the event that caused the delay. If on the basis of the facts and the terms of this Contract, the delay is properly excusable then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall cancel all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

### **SECTION XIX LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

### **SECTION XX REIMBURSEMENT FOR INSPECTION**

Not Applicable

### **SECTION XXI APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

### **SECTION XXII RENEWAL OPTION**

In the event Contractor offers in writing, three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is less than ninety-six (96%) of the amount stated in this Contract, then the City, without additional bidding or negotiation may extend this Contract at the reduced price for one (1) additional three (3) year term.

**SECTION XXIII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PORT ST. LUCIE FLORIDA  
By: \_\_\_\_\_  
City Manager

ATTEST:  
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative: Intelligent Screening Solutions, Inc.

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_ )  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No.: \_\_\_\_\_

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Signature

Notary Public: State of \_\_\_\_\_ at Large.  
My Commission Expires: \_\_\_\_\_.

(seal)

Bid Opening: April 18, 2012  
 3:00pm  
 Bid Tabulation #20110048  
 Pre-employment Background Screening

Item	Item Description	1		2		Companies Notified:
		Castle	Inquiries	First Choice	ISS	
1	Employment Verification (covering 7 yrs)	\$ 4.80	\$ 17.50	* \$ 7.50	* \$ 5.25	152
2	National Criminal Search (all states)	\$ 4.80	\$ 5.50	\$ 5.00	\$ 3.25	4
3	Statewide Criminal Records (FDLE) 7 yrs	\$ 29.00	\$ 8.50	* \$ 5.00	* \$ 29.00	0
3a	Statewide Criminal Records (FDLE) 10 yrs	\$ 32.00	\$ 8.50	* \$ 5.00	* \$ 29.00	
4	County Courthouse Search with Social Trace (includes all counties with 7 yrs)	\$ 14.60	\$ 22.50	* \$ 15.00	* \$ 5.50	
5	MVR Search (include FL State Fee)	\$ 12.00	\$ 10.10	\$ 4.95	\$ 10.10	
6	Professional License Verification	\$ 4.80	\$ 8.50	* \$ 7.50	\$ 5.00	
7	Education Verification (Highest Level)	\$ 4.80	\$ 8.50	* \$ 7.50	\$ 5.50	
8	Credit Checks	\$ 4.80	\$ 7.50	\$ 5.00	\$ 5.00	
8	Monthly Minimum	\$ -	\$ -	\$ -	\$ -	
9	Set Up Fees - for Credit Reports	\$ -	\$ 50.00	\$ 65.00	\$ -	
10	Misc. Fees -					
11	***Third Party Fees		*	*		
	Bid Package Requirements					
	References (5)	y	y	y	y	
	Bid Bond	y	y	y	y	
	VISA Acceptance	y	y	y	y	
	Drug Free Workplace	y	y	y	y	
	W-9	y	y	y	y	
	Insurance Certificate	???	y	y	y	
	Licenses/Certifications	y	y	y	y	
	Acknowledged Addendum	y	y	y	y	
	1 Original / 3 copies	y	y	y	y	



CITY OF PORT ST. LUCIE  
OFFICE OF MANAGEMENT & BUDGET  
BID OPENING LOG

BID # 20110048 - LL  
OPENED: April 18, 2012  
TIME: 3:00 p.m.

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BID TITLE: Pre-employment Background Screening

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13 APR PM 1:01 50s  
RECEIVED 20110048-LL  
Bruce Sprowl/Protect Your  
Sports

16 APR PM 12:29 29s  
RECEIVED Castle Branch, Inc  
20110048-LL

17 APR AM 10:30 20s  
RECEIVED Inquiries Inc

17 APR AM 10:30 00s  
RECEIVED First Choice  
Background Screening

18 APR AM 10:21 39s  
RECEIVED Intelligent Services  
Screening (ISS)

**BID OPENING ATTENDANCE**  
**20110048-LL**  
**Pre-employment Background Screening**  
**April 18, 2012 @ 3:00 p.m.**

	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Vickie L. Smith	" "	ombtemp@cityofpsl.com	Ph: 772.871.5323 Fax:
3.				Ph: Fax:
4.				Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
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**Addendum #1**  
**201101048-LL**  
**Pre-employment Background Screening**  
**Question and Answers**  
**April 11, 2012**

NOTE: The bid opening date, April 18, 2012 @ 3:00pm, has not changed.

Q. Item # 3 Statewide Criminal Records (FDLE). Are you asking for the finger print pricing or the non-finger pricing for the FDLE search?

A. No fingerprinting

Q. Item # 8 asked for pricing for Prior Employment. Could you please define the Prior Employment item and how it differs from item # 1 Employment Verification?

A. They are the same. See attached revised Bid Reply

Q. On page 10 under Service Requirements items 3 and 4 indicate that we may need to perform criminal background checks with a 10 year scope on substantial authority positions however on page 15 under bid response only the 7 year scope background search is requested. Do we need to provide pricing for the 10 year scope criminal background check in addition to the 7 year scope pricing?

A. Please provide both a 7 year and a 10 year price

Q. Can you please confirm that we need to send the Reference Check form with the bid and only complete the top portion of the form?

A. Yes that is correct. Please do not fax this form to me. Include it in your bid package with the top filled out.

Q. The check list asked for a sign contract but we only have a sample contract in the RFP. Do we need to sign a contract and submit it with the bid? If so, where can we find the contract?

A. The check list asks if you have reviewed the sample contract and agree to the terms. You do not need to sign the contract.

Q. Will we be refunded the \$500.00 bid bond at some point in time? How does that work?

A. As per Section 4.2 of the bid documents, once the City has entered into a contract the bid bonds will be refunded to all bidders.

**Instructions to Bidder:**

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

User: Lawrence, Lisa

Organization: City of Port St. Lucie - Office of Management and Budget

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[Account Info](#)

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[Build Broadcast List](#)

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## Bid Details

### Bid Not Posted

Please review the pending bid. Once you are satisfied with the contents you must click 'Complete Bid' to begin the process of making this bid available to the public.

## Bid Information

**EDIT**

<b>Agency</b>	City of Port St. Lucie - Office of Management and Budget
<b>Bid Type</b>	Request for Sealed Bid
<b>Bid Number</b>	SB-20110048-0-2012/1a
<b>Fiscal Year</b>	2012
<b>Bid Writer</b>	Lisa Lawrence
<b>Bid Name</b>	Pre-employment Background Screening
<b>Bid Status</b>	Upcoming
<b>Bid Status Text</b>	None
<b>Due Date/Time</b>	4/18/2012 3:00 PM Eastern
<b>Broadcast Date</b>	3/28/2012
<b>Bid Bond</b>	\$500.00
<b>Project Estimated Budget</b>	\$15,000.00
<b>Plan (blueprint) Distribution Options</b>	None
<b>Distribution Method</b>	Download and Mail
<b>Distributed By</b>	Onvia DemandStar
<b>Distribution Notes</b>	None
<b>Scope of Work</b>	The City desires to obtain quotations from qualified individuals, firms, and legal entities relative to Pre-employment Background Screening for prospective new employees and promotional job candidates.
<b>E-Bidding</b>	No

## Legal Ad

**EDIT | VIEW**

Please select either the View or Edit button to manage legal ad.

## Pre-Bid Conference

**EDIT**

## Publications

**EDIT**

No Publications Data Found

## Documents

**EDIT**

Bid Package #20110048-LL SB (Conversion Pending)

**Commodity Codes**

**EDIT**

SRV-961-30 - Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment)

**Statistics**

Supplemental Suppliers 8 Supplemental Suppliers

Filtered No

Post-Bid Viewers 0 viewer(s)

After clicking 'Complete Bid' the following process will begin



- All documents will be processed for posting
- You will receive an e-mail for each document once it is ready so that you may review the results and approve it for public view.
- Once all documents are approved and the Broadcast Date is reached, the status will change from 'Upcoming' to 'Active' and the public will be notified via FAX and E-mail, depending on each supplier's notification option.

Complete Bid

Delete Bid

<< Return

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*"A City for All Ages"*

**City of Port St. Lucie  
Pre-employment Background Screening  
Sealed Bid #20110048**

Prepared By:  
Lisa Marie Lawrence  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-5222

## INVITATION TO BID

Sealed Bid #20110048-LL- for **Pre-employment Background Screening** will be received by the Office of Management and Budget of the City of Port St. Lucie ("City") no later than 3:00 p.m. on April 18, 2012. Specifications are attached.

Bids must be mailed or delivered to the Office of Management & Budget ("OMB"), 3<sup>rd</sup> Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches OMB on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each Bidder must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five hundred (\$500.00), made payable to the "City of Port St. Lucie".

Lisa Marie Lawrence  
Contract Specialist

### CAUTION

*Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that your response is mailed in adequate time to assure that it will arrive on the day prior to the bid opening.*

**SPECIFICATIONS**  
**BID #20110048-LL**  
**Pre-employment Background Screening**

**OVERVIEW**

The City desires to obtain quotations from qualified individuals, firms, and legal entities relative to Pre-employment Background Screening for prospective new employees and promotional job candidates. These services must be provided in compliance with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the work specified herein. The City shall enter into a fixed price contract with the Successful Bidder for a period of three (3) years, with an option for an additional one (1) year renewal period.

**NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.**

**INTENT**

It is the intent of the City to procure the services of a licensed and qualified firm to furnish all pre-employment screening services, which may include, but is not limited to, criminal records, employment verification, right-to work authorization, national searches, statewide searches and motor vehicle records check.

**1. GENERAL REQUIREMENTS**

**1.1 Invitation to Bid** - All requirements contained in this Invitation to Bid are hereby incorporated in this specification.

**1.2 Cost of Preparation of Bid** - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

**1.3 Examination of Contract Documents** - Bidders shall thoroughly examine these specifications, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

**1.4 Bid Price** - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the bid reply. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under

Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

**1.6 Award of Contract** - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ Have sufficient financial resources to complete the order
- ◆ Can meet quoted delivery considering all other business commitments
- ◆ Has a satisfactory record of performance
- ◆ Has adequate staffing to fulfill requirements
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality (Absolute conformity is not required, just substantial or material compliance)
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date Bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

**1.7 Variances to Specifications** - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

**1.8 OSHA Compliance** - Not Applicable

**1.9 Submittal of Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in blue/black ink. The individual signing the bid must initial all changes.

**NOTE:** Bidders shall submit one (1) unbound original and three (3) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

**1.9.1 Right to Reject** -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

**1.9.2 Timeliness of Submittal** - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3<sup>rd</sup> Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

**1.9.3 Bid Opening Extension** - The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

**1.9.4 Checklist** - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

**1.10 Shipping Terms** - Bidders shall quote F.O.B. Destination.

**1.11 Payment Terms** - Invoices shall be submitted once a month, by the 10th day of the month and payments shall be made within thirty (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

#### **PLEASE NOTE**

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within 5-10 days instead of the City's policy of Net 30 Days after Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

**1.12 Execution of Contract or Purchase Order** - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

**NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. Read the insurance requirements carefully. If Bidder cannot accept these terms and conditions do not submit a bid.**

**1.13 Failure to Execute Contract** - Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

**1.14 Subcontracting or Assigning of the Contract** - The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

**1.15 Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

**1.16 Public Entity Statement** - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.” § 287.133(2) (a), Fla. Stat. (2010)

**1.16.1 Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.17 Miscellaneous Testing** - Not Applicable

**1.18 City's Public Relations Image** - Not Applicable

**1.19 Patent Fees, Royalties, and Licenses** - If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with

the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**1.20 Tie Bid Statement** - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

**1.21 Cooperative Purchasing Agreement** - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

**1.22 Material Safety Data Sheets** - Not Applicable

**1.23 Personal Protective Equipment (PPE)** - Not Applicable

**1.24 Florida Produced Lumber** - Not Applicable

**1.25 Permits** – Not Applicable

**1.25.1** The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents.

**1.26 Familiarity with Laws** - The Bidder must comply with all federal, state and local laws, ordinances, rules and regulations that affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with the 28 C.F.R. § 35.151.

**1.27 Damage to Property** – Not Applicable

## **2. SPECIAL REQUIREMENTS**

**2.1 Implied Warranty of Merchantability** - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

**2.2 Warranty and Guarantee** – Not Applicable

**2.3 Samples** - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify

samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

**2.4 Delivery** - Unless actual date or delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

**2.5 Safety Precautions** – Not Applicable

**2.6 Discrepancies** - If, in the course of performing work resulting from an award under this specification, the Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

**2.7 Suspension of Work** – Not Applicable

**2.8 Emergencies** – Not Applicable

**2.9 Standard Production Items** - Not Applicable

**2.10 Deductions** - In the event the City deems it expedient to perform work which has not been done by the Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Bidder and/or deducted from payments due to the Bidder. Deductions thus made will not excuse the Bidder from other penalties and conditions contained in the Contract.

### **3. SPECIFIC REQUIREMENTS**

#### **3.1 Scope of Work Requirements -**

##### **3.1.1 Vendor Requirements - Vendor shall provide:**

1. An account manager to be the primary point of contact. This account manager shall remain available throughout the term of the contract. If the City determines that the account manager is unable to perform in accordance with the service requirements or to communicate effectively, the account manager shall be replaced at the written request of the City.
2. Changes in personnel law may impact services to be provided. Bidder is responsible for compliance with, and must have the ability to stay abreast of, any such changes.
3. Criminal history checks shall include felony and misdemeanor records checks through the U.S. and Florida. Checks shall include sexual offender / child molester registry search.

4. All criminal history check information shall be obtained from actual courthouse, state or county repositories. Database information is acceptable if it complies with the Fair Credit Reporting Act (FCRA) (as amended).
5. Non-legal guidance and interpretation regarding criminal background checks to be the City's designated Human Resource (HR) Representative for this solicitation.
6. Social Security verification
7. Education verification.
8. Professional license verification.
9. Motor Vehicle Records search
10. Prior employment check
11. Credit check
12. Vendor shall work with the HR Department to design and coordinate report forms and/or to set up custom checks and have access to ala cart services.
13. Vendor shall provide a monthly report, which coordinates with the monthly billing statement and shows all background checks for that month, which includes at a minimum, information such as:
  - a. Name of candidate
  - b. Type(s) of checks conducted
  - c. Itemized cost per check
  - d. Outcome: favorable/unfavorable
  - e. Multijurisdictional search
  - f. Name of entity searched
  - g. Number of applicant addresses searched
14. Vendor shall provide annual reports by fiscal year and summarize activity for the year.

### **3.1.2 Service Requirements** –

1. Ordering background investigations should be user friendly and efficient. To maintain confidentiality, results of background investigations should not be mailed or faxed. Delivery method(s) should be secure. Vendor shall be responsible for:
2. Provide a secure website using encryption and authentication standards to protect the confidentiality of web transactions. The website should incorporate a mechanism for detecting any alterations in transit, so that eavesdropping on or tampering with web traffic is impossible. This is essential for the safe transmission of confidential personal information. The website should be user friendly, and efficient in the ordering of criminal background checks and receiving detailed reports by the designated HR representative.

3. Utilizing existing databases or search individual courthouse records in the applicable county where the applicant has lived within the last seven (7) years or within the last ten (10) years for substantial authority positions, as requested by the HR representative.
4. When requested in writing by the HR representative, perform, national, statewide background checks, including criminal searches, limited to the specific state or state(s) where the applicant has resided within the last seven (7) years or within the last ten (10) years for substantial authority positions.

### **3.1.3 Response time -**

1. Bidder shall provide via e-mail an acknowledgment receipt for background checks requested within twenty-four (24) hours of receipt.
2. Background information must be available no later than forty-eight (48) hours after receipt is acknowledged.
3. If a request is made to expedite processing outside of the agreed turnaround time, the Bidder shall work with the City as much as is reasonably possible to facilitate expediting processing.
4. A written request for additional time to complete the services for out-of-state or international searches, which includes a justification, shall be submitted by the contractor to the designated HR representative in every case where the background checks will require more than the forty-eight (48) hour requirement.

### **3.1.4 General Requirements –**

1. The City will provide a point of contact from the Human Resources Department.
2. The City will notify each final applicant who is refused employment based on a negative background report with a rejection letter, along with a copy of the FCRA and may refer rejected applicant to contractor for additional information.
3. Bidder should be available to meet with City staff as needed to discuss contract issues or concerns without additional costs to the City.
4. Bidder must be available to assist the City should legal actions result from the background investigations performed hereunder.
5. Candidates may request detailed or summary reports from the City. (Bidder shall provide this service at no additional cost to the City).
6. Bidder shall provide all background check services in keeping with the highest professional standards.
7. Bidder shall provide the specified service requirements in compliance with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the work specified herein.

8. Bidder shall be a company engaged in the business of providing criminal background check for pre-employment screening services for a minimum of three (3) years and within the past five (5) years.

#### **4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

**4.1 Proposal Guaranty** - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than five hundred (\$500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guaranty that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

**4.2 Return of Proposal Guaranty** - After the bids have been reviewed, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty will be returned to the respective Bidder's whose proposals it accompanied.

**4.3 Execution of Contract** - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract and deliver the required Insurance Certificates and policies, and other documentation. The City will then execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council, has been executed by both parties, and a purchase order or Visa order form has been issued.

**4.4 Failure to Execute** - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City. It, being agreed to by each Bidder in advance, that the City will sustain certain damages for the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation. Such damages maybe equal the amount of the bid security or exceed the same. In no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

**5. INSURANCE REQUIREMENTS** - Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage throughout the duration of performance reflecting the minimum amounts and conditions required by the City as follows. **Insurance requirements are defined in the Contract of this bid package.**

**5.1 Indemnification** - To the extent permitted under Florida Statutes, the Selected Bidder shall indemnify, defend and hold harmless the City, its representatives, employees, elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents,

employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Selected Bidder, or its agents, employees or subcontractors, in the performance of this contract. As consideration for this indemnity provision, the Selected Bidder shall be paid the sum of ten dollars (\$10.00), which will be invoiced and paid prior to commencement of work. The Selected Bidder shall be responsible to provide a separate invoice that shall be submitted with the signed contracts, or, if a Purchase Order is issued, the Selected Bidder shall remit this invoice with their Insurance Certificates.

**5.2 Right to Review** - City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## 6. ADDITIONAL INFORMATION

**6.1 Brand Names** - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The **Human Resources Department** or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

**6.2 Collusion** - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

**6.3 Withdrawal of Bids** - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

**6.4 Bid Information** - For information concerning procedures for responding to this bid, contact **Lisa Marie Lawrence at (772) 871-5222**. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Lawrence is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

*(Balance of page left intentionally blank)*

**Bid Reply Sheet**  
**Bid # 20110048-LL**  
**Pre-employment Background Screening**

1. **COMPANY NAME:** \_\_\_\_\_

DIVISION OF: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? \_\_\_\_\_

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Vice President

\_\_\_\_\_  
 Treasurer

How long in present business? \_\_\_\_\_ How long at present location? \_\_\_\_\_

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No  
 If no, is your company planning to implement such a program? \_\_\_\_\_

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at [www.Cityofpsl.com](http://www.Cityofpsl.com).

**BID RESPONSE:**

Item	Item Description	Base Bid Unit Pricing
1	Employment Verification (covering 7 yrs)	
2	National Criminal Search (all states)	
3	Statewide Criminal Records (FDLE)	
4	County Courthouse Search with Social Trace (includes all counties with 7 yrs)	
5	MVR Search (include Fl State Fee)	
6	Professional License Verification	
7	Education Verification (Highest Level)	
8	Prior Employment	
9	Credit Checks	
10	Monthly Minimum	
11	Set Up Fees	
12	Misc. Fees	
13	Misc. Fees	

5.1 Bidder will / will not accept the Purchasing Card (Visa).  
*(please circle one)*

5.2 Percentage of discount when payment is made with Visa: \_\_\_\_\_ %

5.3 Bidders quote for services in accordance with specifications:

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**6. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

**7. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date

of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

I, (print) \_\_\_\_\_ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

11. Is Bidder related to any City Employee? \_\_\_\_\_

10. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

\_\_\_\_\_  
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

*(Balance of page left intentionally blank)*

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL

Title: **Pre-employment Background Screening**

Bidder/Respondent: \_\_\_\_\_

Reference: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Person to contact: \_\_\_\_\_

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism \_\_\_\_\_

Final Product \_\_\_\_\_

Qualifications \_\_\_\_\_

Cooperation \_\_\_\_\_

Budget Control \_\_\_\_\_

Reliability \_\_\_\_\_

Would you contract with this Contractor again? Yes [ ]

No [ ]

Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida (or the state where they are) Corporation, *address*, Telephone No. ( ) \_\_\_\_ Fax No. ( ) \_\_\_\_\_, hereinafter called "Contractor," party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**CONTRACT SUPERVISOR**

As used herein the Contract Supervisor shall mean Tammy Grieve, at (772) 807-4428, or her designee.

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110048-LL – Pre-employment Background Screening, including all addenda are hereby incorporated by this reference.>>>>>>>

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_ and terminate \_\_\_\_\_ unless otherwise extended by written agreement or change order. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

The total amount to be paid by the City to the Contractor is \_\_\_\_\_, which includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner: Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10<sup>th</sup>) day of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

#### **SECTION V INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. This policy must include coverage for discrimination.

The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. This policy must include coverage for discrimination.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Florida Municipal Corporation, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipal Corporation, its officers, employees and agents, and Contract #20110048 for Pre-employment Background Screening shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the

amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow" Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## **SECTION VI PERFORMANCE AND PAYMENT BONDS**

Not Applicable

## **SECTION VII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VIII  
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION IX  
COMPLIANCE WITH LAWS**

The Contractor shall give and otherwise comply with, all notices required by all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any other amendments or change orders thereto to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**SECTION X  
CLEANING UP**

Not Applicable

**SECTION XI  
NOTICE OF PERFORMANCE**

Not Applicable

**DELIVERY DOCUMENTATION**

Not applicable

**SECTION XIII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall conduct the inspection as soon as practicable after receipt of the Contractor's Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If, the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor shall, as soon as practical, inform the representative or contact person of the respective parties hereto, of the specific findings of the inspection. The City shall provide the Contractor with the opportunity to correct, remedy or fix within a reasonable time frame but no longer than ten (1) days from the date of being informed of the unfavorable inspection the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made

by the Contract Supervisor, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

#### **SECTION XIV ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

#### **SECTION XV LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

#### **SECTION XVI SAFETY PRECAUTIONS**

Not Applicable

#### **SECTION XVII ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

#### **SECTION XVIII TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, as extended pursuant to section XXII of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination, obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse, willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly provide written notice to the City, of the delay in performing the work. Contractor shall provide such written notice of delay within (two) 2 days of the event that caused the delay. If on the basis of the facts and the terms of this Contract, the delay is properly excusable then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall cancel all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XIX  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

**SECTION XX  
REIMBURSEMENT FOR INSPECTION**

Not Applicable

**SECTION XXI  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXII  
RENEWAL OPTION**

In the event Contractor offers in writing, three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is less than ninety-six (96%) of the amount stated in this Contract, then the City, without additional bidding or negotiation may extend this Contract at the reduced price for the additional term.

**SECTION XXIII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*(Balance of this page left intentionally blank)*

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
Karen A. Phillips, City Clerk

By: \_\_\_\_\_  
Authorized Representative of (company name)

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_ )  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No.: \_\_\_\_\_

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Signature

Notary Public: State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_ (seal)

# DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**STATEMENT OF NO BID**

To: City of Port St. Lucie  
Office of Management & Budget  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

Bid: #20110048-LL  
Bid Title: Pre-employment Background Screening

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Division: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHECKLIST**  
Bid #20110048-LL  
Pre-employment Background Screening

Name of Bidder: \_\_\_\_\_

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

\_\_\_\_\_ Bid Reply Sheet with proper signature.

\_\_\_\_\_ Mailing envelope has been addressed to:  
City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

\_\_\_\_\_ Mailing envelope must be sealed and identified on the front with:

- Bidders Name and Address
- Bid Number: #20110048-LL
- Bid Title: Pre-employment Background Screening
- Bid Opening Date & Time: April 18, 2012 @ 3:00 p.m.

\_\_\_\_\_ Drug-Free Workplace Form

\_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.

\_\_\_\_\_ All price extensions and totals have been thoroughly checked.

\_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged.

\_\_\_\_\_ Required W-9 as per Section 1, 1.25.1.

\_\_\_\_\_ Copy of Insurance Certificate in accordance with Section

\_\_\_\_\_ Copy or all required licenses and certification

\_\_\_\_\_ MSDS in accordance with Specifications

\_\_\_\_\_ Have reviewed the Contract and accept all City Terms and Conditions

\_\_\_\_\_ One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)

\_\_\_\_\_ At least 5 completed reference sheets returned with bid

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

# CHECKLIST

Bid #20110048-LL

## Pre-employment Background Screening

Name of Bidder: Intelligent Screening Solutions Inc

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet with proper signature.
- Mailing envelope has been addressed to:  
City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified on the front with:  
Bidders Name and Address  
Bid Number: #20110048-LL  
Bid Title: Pre-employment Background Screening  
Bid Opening Date & Time: April 18, 2012 @ 3:00 p.m.
- Drug-Free Workplace Form
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1, 1.25.1.
- Copy of Insurance Certificate in accordance with Section
- Copy or all required licenses and certification
- MSDS in accordance with Specifications
- Have reviewed the Contract and accept all City Terms and Conditions
- One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)
- At least 5 completed reference sheets returned with bid

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

**Bid Reply Sheet**  
**Bid # 20110048-LL**  
**Pre-employment Background Screening**

1. COMPANY NAME: **Intelligent Screening Solutions Inc. (ISS)**  
DIVISION OF: \_\_\_\_\_  
PHYSICAL ADDRESS: **558 E CASTLE PINES PARKWAY, B4-197**  
MAILING ADDRESS: **Same**  
CITY, STATE, ZIP CODE: **CASTLE ROCK CO 80108**  
TELEPHONE NUMBER: **(866) 293-6641** FAX NO. **(888) 835-0485**  
CONTACT PERSON: **Melanie House** E-MAIL: **mhouse@iss-solutionsinc.com**

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? **Yes**--No If yes, in what state? **Yes, Colorado**

**Herbert Alexander**  
President

**Melanie House**  
Vice President

**Michael Bennet**  
Treasurer

How long in present business? **7** How long at present location? **2**

Is firm a minority business: **Yes**--No; Does firm have a drug-free workplace program: **Yes**--No

If no, is your company planning to implement such a program? \_\_\_\_\_

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
#1	April 11, 2012

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at [www.Cityofpsl.com](http://www.Cityofpsl.com).

**5. BID RESPONSE:**

Item	Item Description	Base Bid Unit Pricing
1	Employment Verification (covering 7 yrs)	\$5.25
2	National Criminal Search (all states)	\$3.25
3	Statewide Criminal Records (FDLE) 7 years	\$29.00
3a	Statewide Criminal Records (FDLE) 10 years	\$29.00
4	County Courthouse Search with Social Trace (includes all counties with 7 yrs)	\$5.50
5	MVR Search (include FL State Fee)	\$10.10
6	Professional License Verification	\$5.00
7	Education Verification (Highest Level)	\$5.50
8	Credit Checks	\$5.00
9	Monthly Minimum	none
10	Set Up Fees	none
11	Misc. Fees	none
12	Misc. Fees	none
13		

- 5.1 Bidder  will /will not accept the Purchasing Card (Visa).  
*(Please circle one)*
- 5.2 Percentage of discount when payment is made with Visa: 3 %
- 5.3 Bidders quote for services in accordance with specifications:

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.
7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.
8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.
9. **CERTIFICATION**  
 I, (print) Melanie House am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or

fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

10. Is Bidder related to any City Employee? NO

11. Bidder has read and accepts the terms and conditions of the City's standard Contract:



Signature



Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: <u>Remington Arms</u>	Fax #: <u>336-554-7328</u>
Email: <u>John.Morgan@remingtonsinc.com</u>	Telephone #: <u>336.740.9623 ext. 231</u>
Person to contact: <u>John Morgan</u>	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ]      No [ ]      Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: <u>GardaWorld</u>	Fax #: <u>866-830-0688</u>
Email: <u>dfallow@garda.ca</u>	Telephone #: <u>416-915-9500 ext 3770</u>
Person to contact: Dan Fallow	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ]      No [ ]      Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: <u>Garda Montreal</u>	Fax #: <u>1-866-390-4935</u>
Email: <u>hperron@garda.ca</u>	Telephone #: <u>514-281-2811 ext. 7038</u>
Person to contact: <u>Helene Perron</u>	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes  No  Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL
Title: <b>Pre-employment Background Screening</b>
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>
Reference: _ Cardiovascular Consultants LTD _____ Fax #: _602-787-2197 _____
Email: _srohrbacker@cvcheart.com _____ Telephone _213.455.0872 _____
Person to contact: _Samantha Rohrbacker _____

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: City of Colorado Springs	Fax #: 719-323-6248
Email: karen.smith@cospringsgov.com	Telephone #: 1-888-958-1842
Person to contact: Karen Smith	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ]      No [ ]      Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

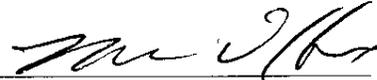
## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

**Intelligent Screening Solutions (ISS) does:**

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
  4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

4/19/2012

Date

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Name (as shown on your income tax return) \_\_\_\_\_

Business name/disregarded entity name, if different from above  
**INTELLIGENT SCREEING SOLUTION INC**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**558 E CASTLE PINE PARKWAY, B4-197**

City, state, and ZIP code  
**CASTLE ROCK CO 80108**

List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

**Employer identification number**

2	7	-	2	9	7	0	6	7	0
---	---	---	---	---	---	---	---	---	---

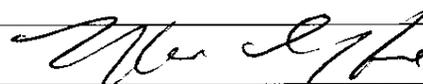
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶       Date ▶ 4/17/2012

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Affinity Insurance Services, Inc. 159 East County Line Rd Hatboro, PA 19040-1218	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Intelligent Screening Solution 558 Castle Pine Parkway B4-197 Castle Rock, CO 80108	<b>INSURER A:</b> Continental Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H-RED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	<b>Professional Liability/Error and Omissions Insurance</b>			TFS-279675601	3/16/12	3/16/13	<b>Limit</b> <b>Deductible</b> \$1,000,000/2,000,000    \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Prior Acts Date: 03/16/12

**CERTIFICATE HOLDER**

City of Port St Lucie

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paulette Haines*



**Intelligent Screening Solutions Inc.**  
Background Screening & Risk Management Solutions

## RFP Response

Prepared exclusively for:



**Sean Miller**  
Vice President Sales  
Intelligent Screening Solutions Inc.  
Tel: 866-293-6641 ext. 101  
Fax: 888-835-0485

April 11, 2012

15651 East Harvard Avenue, Suite B4-197 • Castle Rock, CO 80108 • 1-866-293-6641



**ISS**

Intelligent Screening Solutions Inc.

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## 1.0 Scope of Work Requirements

### 1.1.1 Vendor Requirements - Vendor shall provide:

1. An account manager to be the primary point of contact. This account manager shall remain available throughout the term of the contract. If the City determines that the account manager is unable to perform in accordance with the service requirements or to communicate effectively, the account manager shall be replaced at the written request of the City.

**Name:** John Girard

**Title:** Senior Corporate Account Manager

**Responsibilities:**

- Functions as the clients' advocate in all matters
- Ensures customer satisfaction
- Presents products and services based on City of Port St. Lucie needs
- Pricing development based on City of Port St. Lucie needs
- Conducts Quarterly Business Review & Statistical analysis
- Proactively monitors your account to identify trends and escalate issues.

In addition to your account manager, you will have access to a network of customer service representatives that can assist you with your account 24 hours a day, five days a week.

2. Changes in personnel law may impact services to be provided. Bidder is responsible for compliance with, and must have the ability to stay abreast of, any such changes.

Our in-house legal team works diligently to maintain our knowledge of industry specific-regulations that govern background-screening practices, so you can rest assured the information you receive from us is acquired in a compliant manner and is legally issuable.

3. Criminal history checks shall include felony and misdemeanor records checks through the U.S. and Florida. Checks shall include sexual offender / child molester registry search.

#### **Criminal Record Searches**

We provide 5-, 7-, or 10-year searches of criminal records by going directly to the source—county and state courthouses, and federal district court records. ISS also offers a variable, or unlimited, search that checks records as far back as available. The timeframe searched will vary



dependent on the state and the court. In general, ISS will provide information as far back as is legally permissible.

Florida Criminal record searches are performed by sending a court researcher to the courthouse to search for records and as per federal and state regulations we also use The Florida Department of Law Enforcement (FDLE).

#### **Sex Offender Registry**

The Sex Offender Registry database contains currently registered violent offenders and sex offenders with felony conviction records. The data has been compiled from violent and sex offender registries in 38 states. Updates of this violent and sex offender registry database reflect the most current and accurate information available at the time of the update. To ensure FCRA compliance, any positive results (hits) reported from this database will automatically be confirmed prior to returning the results. This database is sanctioned by the courts. A complete list of states and courts coverage can be provided upon request. ISS also will also check the FDLE Sex offender and Predators database.

4. All criminal history check information shall be obtained from actual courthouse, state or county repositories. Database information is acceptable if it complies with the Fair Credit Reporting Act (FCRA) (as amended).

ISS provides criminal record information by going directly to the source—county and state courthouses, and federal district court records. ISS maintains multiple agents and court researchers capable of providing rapid and accurate response according to ISS 's quality control standards. These agents are licensed investigators, paralegals, attorney services, or individuals specially trained to review court records for employment purposes. Also ISS electronically links to Federal, State and local courthouses via a secure court interface. With direct, real-time admittance into over 1800 county courts, efficiency and turnaround time is greatly improved when our in-house researchers use our Court Connect System. (This is not a database; rather it is an access tool to obtain the identical information, as if you physically were present in the courthouse.)

5. Non-legal guidance and interpretation regarding criminal background checks to be the City's designated Human Resource (HR) Representative for this solicitation.



ISS will provide non-legal guidance and interpretation regarding criminal background checks to a designated Human Resource (HR) Representative as needed.

6. Social Security verification

**Social Security Number Verification**

The Social Security Number (SSN) Trace is recommended on all applicants as it acts as a personal identifier. It reveals names associated with an SSN as well as past and present addresses, essential elements in researching criminal history. The SSN Trace verifies the following information:

- ✓ Verifies applicant's SSN exists at the credit bureau
- ✓ Identifies additional names associated with SSN
- ✓ Past and present addresses where the applicant has applied for credit (identifies additional locations for criminal history search)

**Conducted by:**

ISS receives verification of SSN from a credit bureau typically within several minutes to an 1 hour of request.

**Process:**

ISS runs SSN Traces through a credit bureau and automatically searches for a matching SSN. Any addresses that have been used when the applicant applied for credit are provided. ISS notifies the requestor when the SSN is not found, or when we find a completely different name. The requestor is notified via e-mail, to allow verification of the number that was entered.

7. Education verification

**Education Verification**

Education history is the most commonly falsified information on resumes and job applications. ISS verifies the degree or credential received, as well as the date awarded and the validity of the awarding university or other educational institute. Our process ensures we have the lowest UTV rates in the industry. As a standard, we make a minimum of two attempts per day over a five-day period. With Education Verification we verify the following information:

- ✓ Name of high school, university or other educational institution.
- ✓ Location address

- ✓ Degree or credential awarded, date awarded
- ✓ Major area of study
- ✓ Accreditation of university or other educational institution.
- ✓ Grade point average (optional)
- ✓ Number of credit hours
- ✓ Institution awarded by

#### **Conducted by**

Our in-house research department receives request for verification instantly when order is received. They contact each institution directly to verify the required information.

#### **Process**

ISS conducts the verification by contacting the educational institution via fax, telephone or email, or by utilizing an authorized automated verification service. This information is verified both domestically and internationally. If ISS is unable to verify information provided by the requestor regarding the applicant's education, ISS will contact the applicant to obtain necessary documentation that will provide additional information to continue the investigation. If the applicant is unable to provide necessary documentation, ISS will close the request as "Unable to Verify." ISS will not contact the applicant directly if the requesting company does not desire this.

All steps taken to gain additional information will be noted in the comment field on the report. ISS has the capability to collect applicant consent forms online at the time the applicant submits their personal data using either e-signature or hard-copy versions of the consent form.

#### 8. Professional license verification.

##### **Professional License Verification**

ISS provides Professional Licensing Verification by contacting the licensing agency directly. This is the only way to guarantee an accurate, up to date verification. In most cases we can verify:

- ✓ Name of license/certification.
- ✓ Name of accrediting association.
- ✓ Address and contact information for the association.
- ✓ Applicant's name listed on license/certification.
- ✓ License/certification number.
- ✓ Date license/certification awarded.
- ✓ Expiration date of license/certification.

9. Motor Vehicle Records search

**Motor Vehicle Record Check**

The Motor Vehicle Check is highly recommended for anyone applying for a job driving a truck, company car or operating machinery. In addition, employers with company-owned roadways may wish to limit access to employees with unsafe driving records. In some states, convictions for driving under the influence of alcohol or drugs are not on the criminal court record and can be revealed only through a Motor Vehicle Record (MVR) check. The Motor Vehicle Check will typically verify the following information:

- ✓ License validity
- ✓ License type (including special license verifications)
- ✓ Vehicle violations
- ✓ License restrictions
- ✓ Suspensions and revocations
- ✓ Accident and convictions (conviction will also appear on criminal report)
- ✓ DUIs and DWIs (where allowable and reportable by state)

**Conducted by**

In-house research department and applicable vendors receive records directly from the Department of Motor Vehicles (DMV).

**Process**

In order to maintain a quick turnaround time for the Motor Vehicle Check, it is necessary to collecting the required data from the applicant. ISS has developed a method for automatically collecting and validating state-by-state requirements for processing MVR check. This greatly reduces any follow up with the recruiter or the applicant to get clarifying data to process the MVR check.

ISS's Motor Vehicle Records (MVRs) are completed with direct access to some states and we combine our volume with other companies to meet the access requirements when our level of volume does not meet the minimum requirements.

ISS reports all history reported to us from the DMV. In addition to the U.S., ISS can provide MVR reports in Canada and Puerto Rico. ISS also offers an annual MVR check. This service generally is requested by companies with Department of Transportation (DOT) requirements and

employees that are required to drive their own or company supplied vehicle as part of continued verification of a driver's qualifications.

10. Prior employment check

**Employment Verification**

ISS will contact the applicant's previous employers (up to 7 years) to verify any or all of the following information:

- ✓ Name, address and telephone number of company.
- ✓ Dates of employment.
- ✓ Title and position.
- ✓ Salary, if available.
- ✓ Overall Performance
- ✓ Circumstances of termination, if available.
- ✓ Eligibility for rehire, if available.
- ✓ Date and time information was requested.
- ✓ Name and title of employer representative.
- ✓ Name and title of person verifying information.

ISS will setup a macro for our representatives to use with particular questions requested by City of Port St. Lucie. Please note, previous employers often have policies and procedures that limit the information provided, but our representatives will provide your personnel with a complete report of the information provided by the employer. Each record returned will provide the name and title of the professional performing the verification. Unlike our competitors, ISS does not outsource to an in-house operator or oversees due to the sensitivity of information provided. We can guarantee our services will be handled by in-house, experienced staff.

**DOT Verifications**

Completed DOT Verifications are acquired when the applicant is seeking a driving position. The previous employer supplies the applicant's Dates of Employment, Position, Performance Overview, the Reason for Termination, any Accidents or Incidents on the applicant's record, his or her Rehire Eligibility, and other information, including any records pertaining to drug and alcohol related incidents, directly related to the applicant's driving habits.

DOT records often include, but are not limited to:

- ✓ Alcohol tests with a result of 0.04 or higher

- ✓ Verified positive drug tests
- ✓ Refusals to be tested
- ✓ Other violations of DOT agency drug and alcohol testing regulations
- ✓ Information obtained from previous employers of a drug and alcohol rule violation
- ✓ Documentation, if any, of completion of the return to duty process following a rule violation.

ISS will need the completed DOT Verification form from your organization signed by the applicant. Timeframes will vary depending on the verifying company. We proactively contact previous employers in order to secure DOT Verifications in a timely manner. ISS will process the DOT Employment Verification form to the company requested to complete.

#### 11. Credit check

##### **Credit Check**

The credit check generally is recommended for applicants applying for financial. All checks are conducted in strict compliance with the Fair Credit Reporting Act (FCRA). ISS has established partnerships with the two leading credit reporting agencies: Experian and TransUnion. These partnerships give us great flexibility in providing credit data to our customers. As a standard, we use Experian for address history and TransUnion for credit data. If a customer prefers a specific credit agency, we can quickly configure the account to use the preferred credit agency data in their background reports. Examples of information provided with the credit report include:

- ✓ Public Records – the number of public records on the report (bankruptcy, tax liens, civil judgments)
- ✓ Collections – the number of accounts that have not been paid and are in collection
- ✓ Trade Accounts – the number of open accounts the individual has (loans, credit cards, etc.)
- ✓ Negative Accounts – the number of accounts that are paid late or have been charged off
- ✓ Satisfactory Accounts – the number of trade accounts that are paid according to agreed upon terms
- ✓ Inquiries – the number of times creditors have run a credit check on that individual
- ✓ Total counts for each category will be displayed and the details of each individual account will follow in the body of the report.



12. Vendor shall work with the HR Department to design and coordinate report forms and/or to set up custom checks and have access to ala cart services.

**During the Implementation phase, ISS will work with the HR Department Rep to create and coordinate report forms and set up Service Packages in the system as well as ala cart services.**

13. Vendor shall provide a monthly report, which coordinates with the monthly billing statement and shows all background checks for that month, which includes at a minimum, information such as:

- a. Name of candidate
- b. Type(s) of checks conducted
- c. Itemized cost per check
- d. Outcome: favorable/unfavorable
- e. Multijurisdictional search
- f. Name of entity searched
- g. Number of applicant addresses searched

**ISS can customize monthly reports including the desired information, which coordinate with the monthly billing statements.**

14. Vendor shall provide annual reports by fiscal year and summarize activity for the year.

**ISS will provide City of Port St. Lucie with a detailed annual report and summarize activity for the year.**

### **1.1.2 Service Requirements**

1. Ordering background investigations should be user friendly and efficient. To maintain confidentiality, results of background investigations should not be mailed or faxed. Delivery method(s) should be secure. Vendor shall be responsible for:

**Our ordering process is simple and flexible. Our client portal puts convenience and ease into the ordering process with innovative web technology. ISS's system provides flexible selection capability. Each user can select a pre-defined package of background verifications or choose individual (a la carte) services to satisfy the relevant content needs of each background check.**

The pre-defined bundling of services can reflect multiple candidate segments. These service packages will be assigned an intuitive name as specified by the client. ISS's Web-based system also allows recruiters and applicants to enter data directly over the Internet, thus eliminating the need for duplicate data entry and faxing. Clients can elect to order background verifications by a variety of methods. If the applicant has Internet access, the recruiter can minimize their workload by using our "Applicant Self-Service" feature. Using this feature, the recruiter specifies what services they would like to order (from a list of customized packages) and enters the applicant's e-mail address. ISS then provides their applicants with a unique password and URL, which allows the applicant to enter their personal information directly in an online form, and initiate pre-defined background verification. Upon completion of the form by the applicant, the client's recruiters are automatically e-mailed a standard notification indicating the completion and submission of the form and the background verification is instantly initiated. The completed reports will be available for the client to view via our secure online system.

***System Features:***

- Order a complete background check on one page, with simple controls to add, remove, and edit search details, all on the same page
  - Intuitive workflow makes ordering easy
  - Choose from convenient pre-built packages, or save your own search groups for easy re-ordering
  - Dynamically add and remove searches throughout the entire ordering process
  - Strong data validation helps ensure accuracy
  - System tracks your search price in real time as you add and change search requests
  - Upload release forms and other documents at order time to greatly speed up processing
  - Order additional searches for an applicant at any time after the fact.
2. Provide a secure website using encryption and authentication standards to protect the confidentiality of web transactions. The website should incorporate a mechanism for detecting any alterations in transit, so that eavesdropping on or tampering with web traffic is impossible. This is essential for the safe transmission of confidential personal information. The website should be user friendly, and efficient in the ordering of criminal background checks and receiving detailed reports by the designated HR representative.

**System Security**

We secure our system using 128-bit SSL encryption, which is the industry standard level of encryption for communication and requires the use of strong passwords for system authentication. We use an enterprise level firewall (detailed information is not available due to



security risks.) Any connection to the web applications or through the interfaces requires 128-bit SSL (secure socket layer) encryption. ISS solutions are protected via digital certificates issued by GeoTrust. GeoTrust's Identity Verification Services ensures the identity of business entities and/or individuals in online transactions. Users can ensure the information they are sending is protected, by locating the lock icon on the bottom right corner of the browser window. Personal Identifiable Information is not e-mailed or sent over clear text. Users are sent e-mail notifications with links to the reports containing PII. The user must login to access the report. Personal Identifiable Information is masked when displayed to the end user.

The system automatically reviews passwords as clients, researchers and administrator log onto the system. If the password doesn't meet the "strong password" standard, the user will be taken to a page to update the password. Data is encrypted and password protected and access is limited to authorized users with client-driven access privileges and username password requirements; the privacy and integrity of all information is fully protected.

Recruiters can check the summary and detailed status of any applicant at any time. In addition to reviewing completed results, recruiters can view detailed, time-stamped notes to assess the work in progress of any verification. All background verifications are accessible online in real time, from the moment a request is submitted to the ISS system. ISS allows recruiters to quickly view the summary status of all applicants at any time by displaying a "complete" or "in-progress" status message along with the percent completion noted.

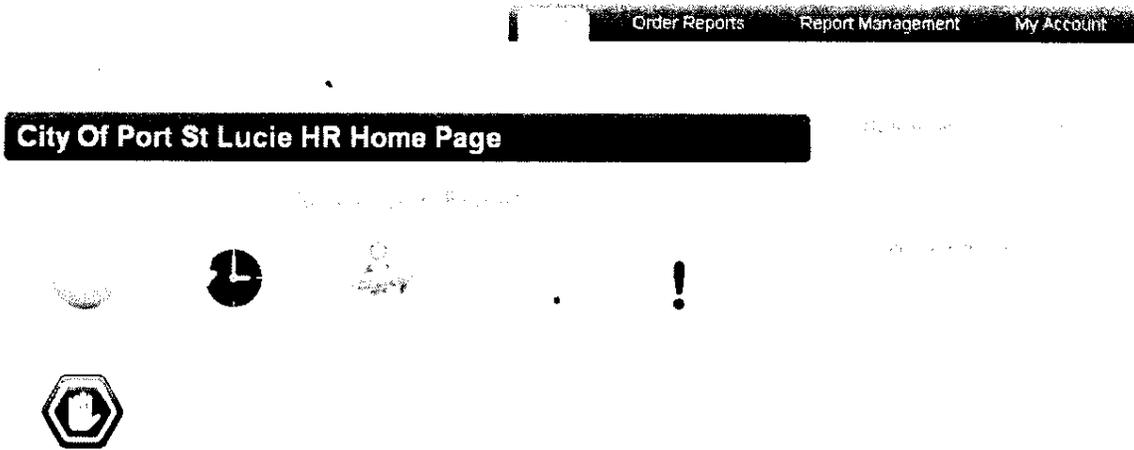
#### **User Friendly Ordering System**

Below is a preview of ISS online ordering/retrieval system. Not only does our system allow either the applicant or the Human Resource representative to input candidate data and submit an electronic consent form, it also offers numerous other features which provides clients with an unparalleled user experience.

From the first moment you see it, you will be blown away by our easy-to-use and powerful client portal for ordering and managing background checks.

- Smart, effective layout and design
- Quickly review common report categories, including the Discrepancy status for possible hits
- Quick search feature allows real-time applicant name searching without leaving home page
- Locate in-progress and completed applicants with ease, using visual guides and status icons

- Order searches from our list of pre-built packages, or customize your own for convenience and flexibility
- Manage your account settings, add and remove users, and access statistics, past invoices, and documents all from your secure portal

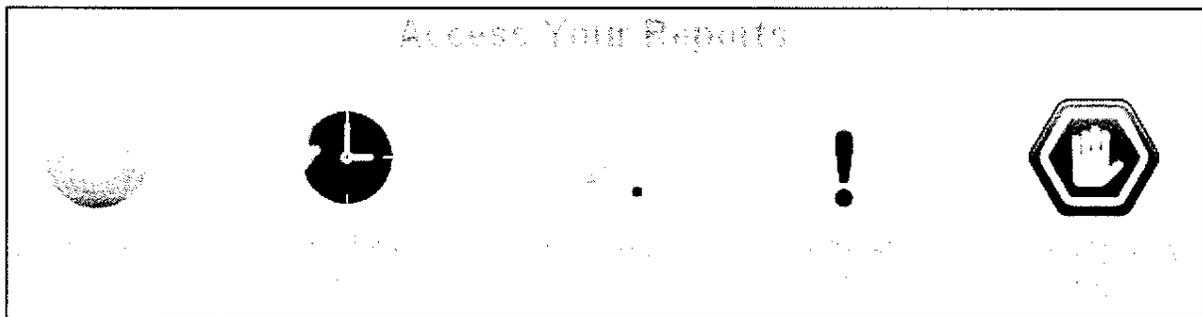


Real-time view of the client home-page where you are instantly able to see how many reports are in progress, long held reports, and ones that need attention or have discrepancies.

**Simplicity meets flexibility in a revolutionary ordering process.**

Our client portal puts convenience and ease into the ordering process with innovative web technology.

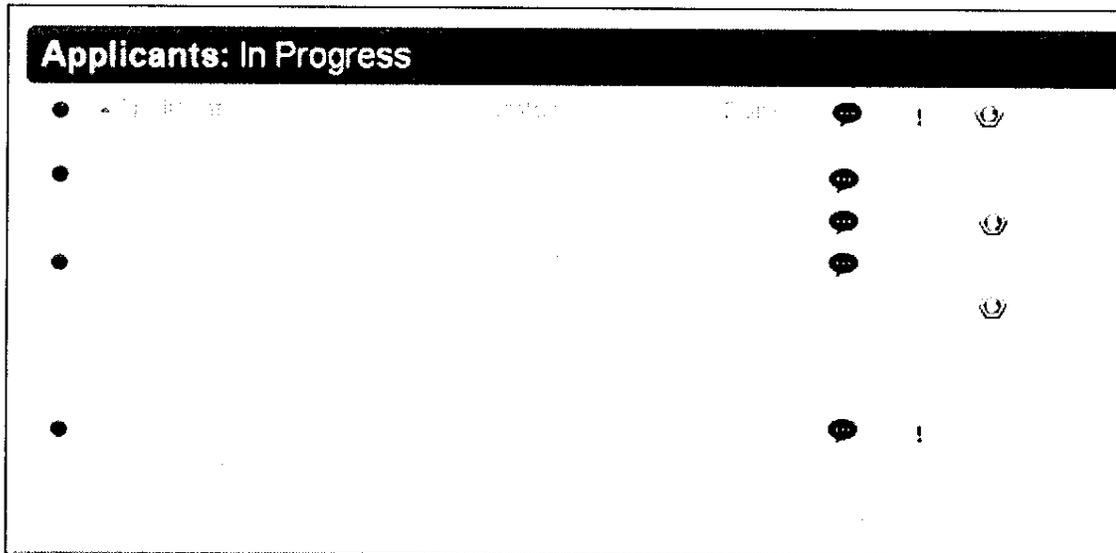
- Order a complete background check on one page, with simple controls to add, remove, and edit search details, all on the same page
- Intuitive workflow makes ordering easy
- Choose from convenient pre-built packages, or save your own search groups for easy re-ordering
- Dynamically add and remove searches throughout the entire ordering process
- Strong data validation helps ensure accuracy
- System tracks your search price in real time as you add and change search requests
- Upload release forms and other documents at order time to greatly speed up processing
- Order additional searches for an applicant at any time after the fact



As seen on the view of the home page, this box shown above allows you to access all of your reports whether they are in progress, completed, archived, need attention, or have a discrepancy. Just click the appropriate icon, and you'll get a list of all the applicants in that status. Here's a brief explanation of each status.

- **In Progress:** The applicant still has one or more searches that have not been completed. This way, you can keep track of an applicant in real time, even if there are a few searches still pending.
- **Completed:** The applicant's background check is completely finished. You can leave an applicant in this status as long as you like; eventually, you should move completed applicants to the Archived category as explained next.
- **Archived:** You can move Completed applicants to the Archived category once you no longer need to actively monitor their background check. By doing this, you can use the Completed category more effectively to monitor recently completed applicants.
- **Needs Attn:** This category conveniently shows only applicants that have either 1) an unread status update, or 2) missing information that you need to supply. We recommend that you use this category frequently, as it allows you to more efficiently monitor applicants.
- **Discrepancy:** This category shows you all candidates that have a criminal record, unverified school or employment record, or positive drug test. In other words, you can quickly access applicants that may require adverse action using this category.

When you click a category, you get a list of candidates similar to this:

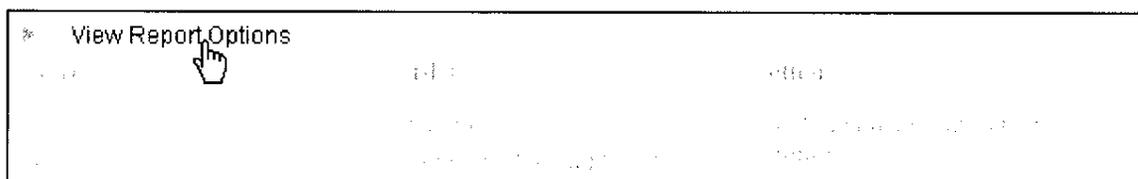


From here, you can see the names of all applicants in the category.

### Results Reporting

To view the entire background screening report on an applicant, whether completed or not, you can click the applicant's name or the status. Either way, a new window will open with the completed report, which you can view or print.

You'll see a **View Report Options** link just under the DOB in this top summary. You can click this link to open up further options as shown below.



- **View report:** This link does the same as clicking the applicant name or status; it brings up the complete report in a separate window for viewing.
- **Print report:** This link also brings up the complete report, but in addition, it will automatically initiate printing of the report and allow you to choose a printer like usual. (If you want to print the report but you used the **view report** link, just press CTRL+P on a PC or Command+P on a Mac. This works for any web page.)

- **Order more:** Click this link to order more searches for this applicant, which will become part of the same report. For example, you can use it to order a pre-adverse action letter for an applicant who failed their background check.
- **Re-screen this applicant:** This link allows you to order an entirely new copy of the same report for this applicant, and it auto-fills all the information. That way, you can run all the same searches again, or you can remove or add searches as you see fit.
- **Upload document(s) for this report:** Use this link to upload any documents needed to process this applicant. For example, if the report requires a release form, and you did not upload the release form during the screening process, you can do so now.



## Report Notices

If the client desires, once a report is submitted the system can send notices as to the status of the report.

**Complete Report Notices.** ISS automatically notifies the appropriate recruiter by e-mail when a report is 100% complete.

**Automated Delay Notices.** ISS can send an optional e-mail notification to the requester when a criminal report will be delayed due to elements out of our control such as closure of courts due to holidays and/or weather.

**Criminal Results Notice.** ISS can send an optional e-mail notification when criminal results are complete if this is sooner than the entire report.

## SwiftHire Options

SwiftHire, is the fast and easy way to allow applicants to provide their own screening data. To utilize this option, the client will enter the name and email address of the applicant they would like to screen. Then select the package of searches that you want the applicant to fill out information for.

Once you submit the SwiftHire order, the applicant will receive an email with a link to submit his/her information. The screen is similar to your order screen, except no pricing will be shown (unless the applicant is set to pay for the order via credit card in the settings). The candidate must submit at least one of each search type in the package and they cannot remove any locations or aliases populated from the address history. It is recommended that an address history be in the package selected.

Below is the client SwiftHire order screen.

### SwiftHire: Settings

As a part of our hiring process, you must successfully complete a background check in order to make this process quick and easy, City of Port St. Lucie requires that you complete the following request. By providing this information electronically it can be safely and securely transmitted to our background check vendor instantly. This enhanced process can remove days of waiting from the overall process. Please remember to do the following:

- 1) Complete all fields
- 2) Use your legal name and information and add any maiden or previous names to the additional names section
- 3) Review your answers for accuracy and spelling
- 4) If you have any questions or special circumstances you should call our office at 772-871-5207 before submitting this request.

Certain options can be selected to determine who will receive notification when an applicant submits a report.

NONE

WITH a review

**Report Grading Systems:**

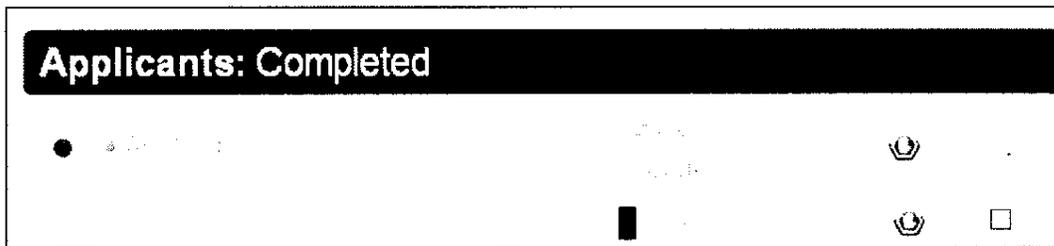
The ISS system allows you to send certain types of reports through a grading process, so that you can assign a color/label grade to individual searches as well as the overall report. This grade can assist you in quickly identifying which screened candidates can be safely hired, which require review, and which should be excluded. You will appreciate the speed and simplicity of the color-coded grades, and you can customize the grading profiles to your needs.

When you grade one or more searches that are contained within a report, the system does three things to the report:

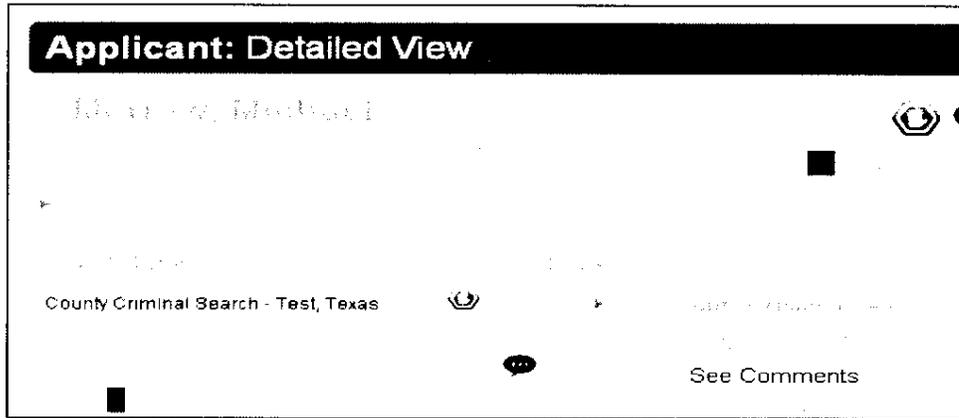
1. The system adds the color and label to the search summary on the report, letting the client see what that search was graded.
2. The system also adds the color and label to the search details, so that the client sees the grade whether looking at the summary or the details.
3. Finally, the system takes the *lowest* grade assigned to any search within the report and assigns that grade at the very top of the report, above the search summary. In our example above, if two County Criminal searches are rated Good and one is rated Needs Review, then the overall report is rated Needs Review.

The grade becomes a permanent part of the viewable and printable report.

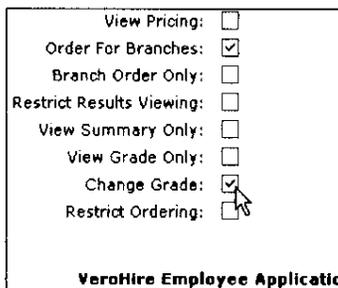
1. When viewing lists that contain completed applicants, such as the Completed queue, the overall final grade and color will display for each applicant that has been graded.



2. On the applicant detail page, you'll see the overall grade at the top along with each individual grade below each graded search type.



3. In addition to viewing grades, you can change grades for an applicant.



Once a user is given this permission, he/she will see an area like this on every applicant detail page where the applicant's report has been graded. The user can click any search and choose a new grade for that search; upon clicking , the new grade will be saved, and a note will be added to the search showing that it was re-graded.

15. Utilizing existing databases or search individual courthouse records in the applicable county where the applicant has lived within the last seven (7) years or within the last ten (10) years for substantial authority positions, as requested by the HR representative.

A Criminal Records Search is recommended for all applicants. We provide 5-, 7-, or 10-year searches of criminal records by going directly to the source—county and state courthouses, and federal district court records. ISS also offers a variable, or unlimited, search that checks records as far back as available. The timeframe searched will vary dependent on the state and the court. In general, ISS will provide information as far back as is legally permissible. ISS offers countywide, statewide, and federal criminal record searches that are retrieved directly from the

courthouses. We also offer several database searches that can be used as a supplemental search.

*Each court is checked to research certain types of crimes.*

- ✓ Local Courts (county-level): cover misdemeanor crimes (i.e., shoplifting, trespassing, assault); searched by county
- ✓ Superior Courts (state-level): cover felony crimes (i.e., murder, rape, robbery); searched by county
- ✓ State repositories are searched where available
- ✓ Federal Courts (US-level): cover federal crimes (i.e., bank robbery, counterfeiting, securities fraud, multi-state felonies); searched by district

### **Conducted By**

ISS has assembled a nationwide network of independent court research professionals and skilled ISS online researchers to review court record filings at more than 3,800 courthouses, in person or online where available, within the United States, as well as abroad.

### **Process**

In many jurisdictions, particularly larger metropolitan areas, ISS maintains multiple agents capable of providing rapid and accurate response according to ISS 's quality control standards. These agents are licensed investigators, paralegals, attorney services, or individuals specially trained to review court records for employment purposes. Our clients have the flexibility of determining how many locations in which to conduct county criminal searches. At the time of order, a client can specify to have ISS check only the county of current residence, or to conduct a more thorough search based on the results of the Social Security Number (SSN) trace, or other addresses revealed from education history, employment history, and other sources.

ISS recommends that at a minimum, the results of a SSN trace be used to determine the counties in which to conduct a criminal search. The standard ISS county search includes superior court searches. The federal criminal search is conducted at the federal district court.

When a client submits a request for criminal record information online with an accompanying request for an SSN Trace, ISS automatically interacts with a major credit bureau to determine the past addresses in which to initiate a criminal request (in addition to the address of current residence). This request is transmitted in real time to the appropriate court researchers via desktop or wireless technology. This entire process involves no manual intervention, thus streamlining turnaround time, and eliminating the risk of errors.

ISS uses only the most current information available for court record searches—as required by the Fair Credit Reporting Act (FCRA). We only access information online when such information is tied directly to the court records and provides the identical quality and timeliness of information that a physical researcher would obtain at the courthouse.

Report status is available online at any time. Events such as holidays and adverse weather lead to the closing of courthouses from time to time and may cause a delay in the completion of the search. If such an event causes a delay in a search request, ISS will automatically notify you by e-mail of the nature and expected length of the delay.

16. When requested in writing by the HR representative, perform, national, statewide background checks, including criminal searches, limited to the specific state or state(s) where the applicant has resided within the last seven (7) years or within the last ten (10) years for substantial authority positions.

ISS clients have the ability to include county, state, federal, national/multi-jurisdiction, and municipal criminal record checks in every search or to create different packages with different levels of criminal searches. We are happy to customize all your criminal history packages to meet City of Port St Lucie needs.

### **1.1.3 Response time**

1. Bidder shall provide via e-mail an acknowledgment receipt for background checks requested within twenty-four (24) hours of receipt.

The system automatically generates an email confirmation once an order is received.

2. Background information must be available no later than forty-eight (48) hours after receipt is acknowledged.

Reports are completed in an average of less than 2 business days. Details are shown in the following table. Turnaround time statistics are calculated as the elapsed time (business days) between when an order is submitted by the recruiter (or applicant) to our system and when the report (or report component) is complete.

**Turnaround Time (Table 1)**

SERVICE	75%	85%	95%	Average
<b>Social Security Verification</b>	1 hr.	3hrs	6 hrs.	Instant-10mins
<b>Criminal Search</b>	1 Business day	1.5 Business days	2 Business days	1 Business day
<b>National Criminal</b>	2 hrs.	3 hrs.	6 hrs.	1 hr.
<b>Motor Vehicle Record search</b>	1 hrs.	2 hrs.	3 hrs.	Instant-10mins
<b>Employment Verifications</b>	1.5 Business days	2 Business days	2.5 Business days	2 Business days
<b>Professional License Verification</b>	1.5 Business days	2 Business days	2.5 Business days	2 Business days
<b>Education Verification</b>	1 Business day	1.5 Business days	2 Business day	1 Business day
<b>Credit Check</b>	2 hrs.	1.5 hrs.	2 hrs.	Instant-10mins

ISS is proud to offer the best turnaround times in the industry. ISS will guarantee compliance with the Turn-Around Times identified in Table 1 and places 100% of the value of the completed order at risk for any orders that exceed the 95% on-time delivery commitments (based upon received correct information from customer and no delays out of the control of ISS).

3. If a request is made to expedite processing outside of the agreed turnaround time, the Bidder shall work with the City as much as is reasonably possible to facilitate expediting processing.

ISS will provide 8 free rush services at no cost after the 8 rush services we will charge \$5.00 per rush order.

4. A written request for additional time to complete the services for out-of-state or international searches, which includes a justification, shall be submitted by the contractor to the designated HR representative in every case where the background checks will require more than the forty-eight (48) hour requirement.

**Automated Delay Notices.** ISS can send an optional e-mail notification to the requester when a criminal report will be delayed due to elements out of our control such as closure of courts due to holidays and/or weather

#### **1.1.4 General Requirements**

1. The City will provide a point of contact from the Human Resources Department.

**ISS will appoint an Account Manager and Senior Support Manager to your account.**

2. The City will notify each final applicant who is refused employment based on a negative background report with a rejection letter, along with a copy of the FCRA and may refer rejected applicant to contractor for additional information.

ISS provides a fully FCRA compliant dispute resolution process that completes in 30 days as required by law. We staff a dispute resolution department to assist candidates who contest the information in the completed consumer report. Both the pre adverse action letter and the adverse action letter direct the applicant to contact ISS if they wish to contest any information in the consumer report. If an applicant contacts ISS to contest reported information, your account manager will immediately contact your organization and keep you abreast of the dispute resolution process. We will work with the candidate to resolve the issue. For example, if the disputed information involves a criminal record, ISS will contact the court to verify the accuracy of the information reported. We always go back to the originating source of the information to ensure it is complete, accurate, and up-to-date. Should the information on the consumer report require modification or further update, both the applicant and your organization will receive a copy of the new report. If there is no evidence to support the applicant's disputed information, both your company and the applicant will be notified by ISS. In either case, the re-verified consumer report will be time stamped and available in the system. As a client, you can always view any adverse action progress in the system.



- Bidder should be available to meet with City staff as needed to discuss contract issues or concerns without additional costs to the City.

An Account Manager will be available to meet in person or over the phone with City staff should any contract issues or concerns arise without any additional costs to the City. In addition, Quarterly Business Reviews are assembled and presented by your Account Manager to ensure standards of service are being met. These Business Reviews consist of statistical data and qualitative analysis addressing overall performance, turnaround times, and fees. Key areas that can further streamline City of Port St. Lucie overall background screening process will be reviewed and adjustments can be made if necessary. We also will introduce new products and services that can further improve your needs. The Quarterly Business Reviews analyze all aspects of the customer experience to provide information concerning ISS performance and employment screening trends for your organization.

- Bidder must be available to assist the City should legal actions result from the background investigations performed hereunder.

ISS's strategic alliance with nationwide labor law firm Ogletree Deakins ensures that we stay informed of any issues or changes to employment laws. Ogletree Deakins is on legal retainer to provide council regarding administrative and operational support.

- Candidates may request detailed or summary reports from the City. (Bidder shall provide this service at no additional cost to the City).

**Send Report to Applicant:** Our system can customized to ensure that a final copy of the report is sent automatically to the applicant, in addition to being made available to you. Select by email or by fax, or both, to choose the delivery method, and the system will prompt you to enter the email and/or fax number as shown.

<input checked="" type="checkbox"/> Email	<input checked="" type="checkbox"/> Fax
---	---

6. Bidder shall provide all background check services in keeping with the highest professional standards.

**As a member of the National Association of Professional Background Screeners (NAPBS) when you work with ISS, you can be assured that we operate in full compliance with the governing standards in our industry.**

7. Bidder shall provide the specified service requirements in compliance with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the work specified herein.

**We are in an exceptionally strong position to understand and stay current with pre-employment legislation due to the legal and industry expertise of our executive team and our strategic partnership with Ogletree Deakins, a nationally recognized employment law firm. We continuously improve our processes and hiring products to help ensure compliance with Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACT Act), Driver's Privacy and Protection Act (DPPA), Equal Employment Opportunity Commission (EEOC), American's with Disabilities Act (ADA) requirements, and other federal, state, and international laws, rules, and regulations. Before we submit completed Screening Reports to our clients, our highly trained Quality Control department thoroughly reviews all results and excludes any information that does not comply with international, state, local, or federal regulations before the report is finalized. ISS clients have the assurance that all data on completed reports is actionable and may be legally considered in the hiring decision.**

8. Bidder shall be a company engaged in the business of providing criminal background check for pre-employment screening services for a minimum of three (3) years and within the past five (5) years.

**Intelligent Screening Solutions Inc. has been in business for 7 years providing background screening on a nationwide basis for corporations, municipalities, educational institutions as well as government institutions. Employment screening services for our clients, municipalities and corporate clients alike are approximately 95% of our business. This company was started by Herbert Alexander, a highly decorated and accomplished law enforcement professional who was most recently employed by the Air Force Office of Special Investigations. There, he provided and led counter-intelligence, antiterrorism, and research and technology protection services for several air force bases and Department of Defense contractors across Florida and the Caribbean.**



He also worked with the U.S. Air Force judge advocates and U.S. attorneys to coordinate prosecution activities, investigate all counter-intelligence issues, evaluate and analyze intelligence received, and oversaw protection forces at foreign locations.

# FedEx NEW Package

Express US Airbill

Tracking Number **8000 4017 3596**

**1 From**

Date 4/17/92

Sender's Name W. J. F. F. F. Phone 303 541-1017

Company ZSS

Address 2000 W. 1st Ave. Suite 100

City W. J. F. F. State CO ZIP 80001

**2 Your Internal Billing Reference**

**3 To**

Recipient's Name W. J. F. F. F. Phone 303 541-1017

Company Office of Management & Budget

Address 111 5th St. N.W.

City W. J. F. F. State DC ZIP 20540



## Recipient's Copy

**4 Express Package Service**

NOTE: Service order has changed. Please select carefully. Packages up to 150 lbs for packages over 150 lbs, use the air. FedEx Express requires US Airbill.

**Next Business Day**

FedEx First Overnight  
Fastest next business morning delivery to select locations. FedEx shipments will be collected on Monday unless SAT/BNR Delivery is selected.

FedEx Priority Overnight  
Next business morning. Friday shipments will be shipped on Monday unless SAT/BNR Delivery is selected.

FedEx Standard Overnight  
Next business afternoon. Saturday Delivery NOT available.

**2 or 3 Business Days**

NEW FedEx 2Day A.M.  
Saturday Delivery NOT available.

FedEx 2Day  
Second business afternoon. Thursday shipments will be delivered on Monday unless SAT/BNR Delivery is selected.

FedEx Express Saver  
Third business day. Saturday Delivery NOT available.

**5 Packaging** \* Declared value limit \$500

FedEx Envelope\*  FedEx Pak\*  FedEx BOX  FedEx Tube  Other

**6 Special Handling and Delivery Signature Options**

SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required  
If no one is available at recipient's address, someone at recipient's address may sign for delivery, for residential deliveries only. Fee applies.

Direct Signature  
Someone at recipient's address may sign for delivery, for residential deliveries only. Fee applies.

Indirect Signature  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery, for residential deliveries only. Fee applies.

No  
 Yes  
Does this shipment contain dangerous goods? One box must be checked.

No  
 Yes  
Dangerous goods including dry ice cannot be shipped in FedEx packages or placed in a FedEx Express Drop Box.

Dry Ice  
Dry Ice 3 UN 1845

Cargo Aircraft Only

**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below

Sender's Fed. No.  Recipient  Third Party  Credit Card  Cash/Check

Total Packages 2 Total Weight 10 lbs. \$ 10

Your liability is limited to \$200 unless you declare a higher value. See the current FedEx Shipment Guide for details.





OFFICIAL CHECK

964 - Castle Pines  
Castle Rock, Colorado

Remitter TERRANCE HOUSE

Pay To The Order Of CITY OF ST. LUCIE

Pay: FIVE HUNDRED DOLLARS AND 00 CENTS

024864641  
Date 04/18/2012  
62-20  
311

\$ 500.00 \*\*\*

Drawer: KeyBank

*William P. Beckler*  
AUTHORIZED SIGNATURE

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720  
For information about this instrument, call: 1-888-536-5142

⑈024864641⑈ ⑆031100209⑆ 38774212⑈

update: Bid Bond,

Intelligent Services Solution INC  
Bid Number # 20110048-LL  
Bid Title: Fire - Employment Background Screen  
Bid opening Date 4/1/12

19 APR 2012 11:19 245

18 APR 10:21 356  
RECEIVED

Intelligent Screening Solutions INC  
558 E Castle Pkwy Parkway

BY-1917

Castle Rock Co 80108

Bid Number # 20110048-LL

Bid Title: Fee - Employment Background Screening

Bid opening Date & Time April 18 2012 @ 3:00 PM

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
Bidder Instructions: Fill out top portion only.  
(Please print or type)

Bid Number: #20110048-LL	
Title: <u>Pre-employment Background Screening</u>	
Bidder/Respondent: <u>Intelligent Screening Solutions (ISS)</u>	
Reference: <u>GardaWorld</u>	Fax #: <u>866-830-0688</u>
Email: <u>dfallow@garda.ca</u>	Telephone #: <u>416-915-9500 ext 3770</u>
Person to contact: <u>Dan Fallow</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describes the scope of work of the contract awarded by your firm to this Contractor. *criminal record searches*

Was the project completed on time and within budget? *yes*

What was the project completion date? *ongoing work*

How many projects has this vendor completed for you within the past 5 years? *100's*

What problems were encountered (claims)? *no*

How many change orders were requested by this Contractor? *N/A*

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>8</u>	Final Product	<u>9</u>
Qualifications	<u>8</u>	Cooperation	<u>10</u>
Budget Control	<u>9</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes  No  Maybe

Comments:

Thank you.

*D. Fallow*  
NATIONAL DIRECTOR

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984  
772-871-5223

**REFERENCE CHECK FORM**  
Bidder Instructions: Fill out top portion only.  
(Please print or type)

Bid Number: #20110048-LL	
Title: Pre-employment Background Screening	
Bidder/Respondent: <u>Intelligent Screening Solutions (ISS)</u>	
Reference: <u>Remington Arms</u>	Fax #: <u>336-554-7328</u>
Email: <u>John.Morgan@remingtoniss.com</u>	Telephone #: <u>336.740.9623 ext. 231</u>
Person to contact: <u>John Morgan</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

*Employment Background Check Service  
& Drug Testing.*

Was the project completed on time and within budget? *yes*

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years? *We have been with them for 7 years.*

What problems were encountered (claims)? *we have about 7,000 background checks per year. we have never had a problem*

How many change orders were requested by this Contractor? *none*

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>9</u>	Final Product	<u>9</u>
Qualifications	<u>10</u>	Cooperation	<u>9</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes  No  Maybe

Comments: *I would highly recommend them to ANY company who desires a professional and competitive firm to conduct employment background checks.*

Thank you.

*John Morgan  
Director, HR*

For OMB Use Only	
Reference Checked	
Clark Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: <u>Remington Arms</u>	Fax #: <u>336-554-7328</u>
Email: <u>John.Morgan@remingtonsinc.com</u>	Telephone #: <u>336.740.9623 ext. 231</u>
Person to contact: <u>John Morgan</u>	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ]      No [ ]      Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
Bidder Instructions: Fill out top portion only.  
(Please print or type)

Bid Number: #20110048-LL	
Title: Pre-employment Background Screening	
Bidder/Respondent: <u>Intelligent Screening Solutions (ISS)</u>	Fax #: <u>719-323-6248</u>
Reference: <u>City of Colorado Springs</u>	Telephone #: <u>1-888-958-1842</u>
Email: <u>karen.smith@cospringsgov.com</u>	
Person to contact: <u>Karen Smith</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.  
ISS handles all of our pre-employment screening and drug screening  
Was the project completed on time and within budget?  
yes

What was the project completion date?  
we have been with ISS for the last seven years

How many projects has this vendor completed for you within the past 5 years?  
about 5500 background checks for us per year.

What problems were encountered (claims)?  
none  
How many change orders were requested by this Contractor?  
none

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>9</u>
Budget Control	<u>9</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes  No  Maybe

Comments: We have been with ISS for seven years, they have provided great customer service and are always easy to get a hold of for any questions or concerns. They have also been great about working with our budget needs.

Thank you.

Karen Smith  
HR Manager

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, Florida, 34984  
 772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: <u>GardaWorld</u>	Fax #: <u>866-830-0688</u>
Email: <u>dfallow@garda.ca</u>	Telephone #: <u>416-915-9500 ext 3770</u>
Person to contact: Dan Fallow	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ]      No [ ]      Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 05/04/2012 11:40  
NAME :  
FAX :  
TEL :  
SER.# : 000D1N798419

DATE, TIME	05/04 11:39
FAX NO./NAME	918668300688
DURATION	00:00:27
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL  
Title: **Pre-employment Background Screening**  
Bidder/Respondent: **Intelligent Screening Solutions (ISS)**  
Reference: Garda Montreal Fax #: 1-866-390-4935  
Email: hperron@garda.ca Telephone #: 514-281-2811 ext. 7038  
Person to contact: Helene Perron

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism \_\_\_\_\_ Final Product \_\_\_\_\_  
Qualifications \_\_\_\_\_ Cooperation \_\_\_\_\_  
Budget Control \_\_\_\_\_ Reliability \_\_\_\_\_

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 05/04/2012 11:33  
NAME :  
FAX :  
TEL :  
SER.# : 000D1N798419

DATE, TIME	05/04 11:32
FAX NO./NAME	918663904935
DURATION	00:00:14
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL

Title: **Pre-employment Background Screening**

Bidder/Respondent: **Intelligent Screening Solutions (ISS)**

Reference: Cardiovascular Consultants LTD Fax #: 602-787-2197

Email: srohrbacker@cvcheart.com Telephone 213.455.0872

Person to contact: Samantha Rohrbacker

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism \_\_\_\_\_ Final Product \_\_\_\_\_  
Qualifications \_\_\_\_\_ Cooperation \_\_\_\_\_  
Budget Control \_\_\_\_\_ Reliability \_\_\_\_\_

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 05/04/2012 11:34  
NAME :  
FAX :  
TEL :  
SER.# : 000D1N798419

DATE, TIME	05/04 11:33
FAX NO./NAME	916027872197
DURATION	00:00:16
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE CHECK FORM**  
**Bidder Instructions: Fill out top portion only.**  
**(Please print or type)**

Bid Number: #20110048-LL	
Title: <b>Pre-employment Background Screening</b>	
Bidder/Respondent: <b>Intelligent Screening Solutions (ISS)</b>	
Reference: City of Colorado Springs	Fax #: 719-323-6248
Email: <u>karen.smith@cospringsgov.com</u>	Telephone #: <u>1-888-958-1842</u>
Person to contact: Karen Smith	

**Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.**

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

TRANSMISSION VERIFICATION REPORT

TIME : 05/04/2012 11:35  
NAME :  
FAX :  
TEL :  
SER.# : 000D1N798419

DATE, TIME	05/04 11:35
FAX NO./NAME	917193236248
DURATION	00:00:20
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

18 APR AM 10:21 359  
RECEIVED

Intelligent Screening Solutions INC  
558 E Castle Pine Parkway  
B4-1917  
Castle Rock CO 80108

Bid Number # 20110048-LL

Bid Title: Pre-Employment Background Screen

Bid opening Date & Time April 18 2012 @ 3:

Re: Bid Bond,

Intelligent Screening Solution INC

Bid Number # 20110048-LL

Bid Title: Pre-Employment Background Screening

Bid opening Date & Time

19 APR AM 11:19 246

# FedEx Express® NEW Package US Airbill

FedEx Tracking Number

8000 4017 3596

## 1 From

Date 4/17/2012

Sender's Name ZSS

Company ZSS

Address 888 E. Castle Pine Parkway, #14-199

City Castle Rock

State CO

ZIP 80108

Dept./Phone/Room

## 2 Your Internal Billing Reference

Recipient's Name Body of Pont St. Louis

Phone

Company Office of Management & Budget

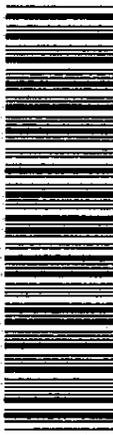
Address 141 5th Pont St. Louis, Mo

City Pont St. Louis

State MO

ZIP 63104

Use this line for the HOLD location address or for continuation of your shipping address.



8000 4017 3596

# Recipient's Copy

**Packages up to 150 lbs.**  
For packages over 150 lbs., use the new  
FedEx Express Freight US Airbill.

## 4 Express Package Service

\* To meet locations.  
NOTE: Service order has changed. Please select carefully.

### Next Business Day

FedEx First Overnight  
Earliest next business morning delivery to select  
locations. Friday shipments will be delivered on  
Monday unless SATURDAY Delivery is selected.

FedEx Priority Overnight  
Next business morning\* Friday shipments will be  
delivered on Monday unless SATURDAY Delivery  
is selected.

FedEx Standard Overnight  
Next business afternoon\*  
Saturday Delivery NOT available.

### 2 or 3 Business Days

NEW FedEx 2Day A.M.  
Second business morning\*  
Saturday Delivery NOT available.

FedEx 2Day  
Second business afternoon\* Thursday shipments  
will be delivered on Monday unless SATURDAY  
Delivery is selected.

FedEx Express Saver  
Third business day\*  
Saturday Delivery NOT available.

## 5 Packaging

\* Declared value limit \$500.

FedEx Envelope\*

FedEx Pak\*

FedEx Box

FedEx Tube

Other

## 6 Special Handling and Delivery Signature Options

SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required  
Package may be left without  
obtaining a signature for delivery. **Not applicable.**

Direct Signature  
Someone at recipient's address  
may sign for delivery. **Not applicable.**

Indirect Signature  
If no one is available at recipient's  
address, someone at a neighboring  
address may sign for delivery. **Not applicable.**

Does this shipment contain dangerous goods?  
One box must be checked.  
Yes  No   
Yes  No   
Shipper's Declaration  
Shipper's Declaration  
not required.  Yes  No   
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging  
or placed in a FedEx Express Drop Box.  Cargo Aircraft Only

## 7 Payment Bill to:

Sender  
Account No.  Emerg. FedEx Acct No. or Credit Card No. below.

Recipient  
Account No.  Third Party  Credit Card  Cash/Check

Total Packages 1 Total Weight 2 lbs. Total Declared Value 00 Credit Card Auth.

Your liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

