

# **REQUEST FOR PROPOSALS 25.145**

## **Pre-Employment Background Check Services**



**CITY OF BROKEN ARROW, OKLAHOMA**

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## ADVERTISEMENT & NOTICE

REQUEST FOR PROPOSAL (RFP) 25.145  
Pre-employment Background Check Services  
City of Broken Arrow, Oklahoma

The City of Broken Arrow, Oklahoma is hereby soliciting sealed proposals for pre-employment background check services. Proposals will be received by the Human Resources Office until **April 10<sup>th</sup>, 2025**. Proposals will be received only in the Human Resource's office address shown below.

All proposals must be submitted in accordance with the RFP specifications which may be obtained during normal business hours from (8:00 a.m. to 5:00 p.m.):

City of Broken Arrow  
Human Resources  
P. O. Box 610  
201 E. Commercial Street  
Broken Arrow, OK 74013  
918-259-2400 x.5342 Office  
918-251-9210 Fax

Proposals will be evaluated as described herein. The City reserves the right to accept part, or all, of any specific proposal(s) and to waive or disregard minor irregularities, informalities, or deficiencies. The City further reserves the right to reject all proposals, or part of any specific proposal, to hold all proposals in force and effective for ninety (90) calendar days after date of opening, to waive any informalities in the proposal(s) and to postpone, or cancel, the proposal opening date for cause or convenience.

## **I. Introduction and Purpose**

The City Manager, appointed by the City Council, appoints and directs all City employees and administrative officers. He/she also directs and supervises the administration and operations of all departments, offices and agencies of the City. The City employs approximately 1000 employees, with over three hundred of those residing in the sworn ranks of the Police and Fire Department. The city hires approximately 200 employees every year, which includes approximately 80 seasonal employees who are generally under the age of 18.

The City of Broken Arrow has two recognized employee unions, the Fraternal Order of Police (FOP), and the International Association of Firefighters (IAFF); all other employees fall under a general, executive or seasonal group. We are the fourth largest city in the state and is one of the fastest growing incorporated municipalities in Oklahoma. City departments include Streets & Stormwater, Parks and Recreation, Engineering & Construction, Community Development, Police, Fire, Utility Services, Solid Waste & Recycling, and several administrative departments.

The City of Broken Arrow is exploring options for a new or revised pre-employment background check service and partnership.

## **II. Instructions to Respondents**

- A. Responses must be received in a sealed envelope and clearly marked as “**RFP –Pre-Employment Background Check Services**” (one original and 4 copies) and must be received no later than 4:30pm on April 10<sup>th</sup>, 2025. Responses to this RFP received after this date and time will not be viewed.
- B. The envelope or container transmitting the proposals must be sealed, labeled and addressed as follows:

City of Broken Arrow, Human Resources

PO Box 610

Broken Arrow, OK 74013

**RFP –Pre-employment Background Check Services 25.145**

- C. **Four (4) copies** of each proposal must be submitted together with **one unbound original** (for reproduction by the City Staff) and **one .pdf version**. Any proposal not submitted in compliance with the instructions contained in this section and/or not containing the information requested by Section VI may be declared "non-responsive" and will not be considered.
- D. The City of Broken Arrow will accept proposals that meet the requirements in this request for proposal to provide pre-employment background check services as described herein.
- E. Any person, vendor, or corporation, able to meet the requirements of this RFP is invited to respond to this RFP. Proposals will be bound by the provisions contained in this

RFP, unless an amendment or deviation is formally approved and distributed by the City.

- E. This RFP represents in writing to all proposers the most comprehensive and definite statement that the City is able to make as to the requirements, terms, and conditions for this proposal process and needs for service. Information and understandings, verbal or written, which are not contained either in this RFP, or in subsequent written addenda to this RFP, will not be considered in evaluating proposals. Any conditions or expectations on the part of the proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the proposer's post submittal terms and conditions.
- F. The City of Broken Arrow reserves the right to amend this RFP at any time prior to the time for receipt of proposals. The City further reserves the right to cancel this RFP, in whole or in part, at any time whenever such an act is deemed in the best interest of the City.
- G. The City may request additions or modifications to any proposal as part of the negotiation process leading to the selection of a service provider. It is the intent of the City not to negotiate substantive portions of an applicant's proposal, but to rely on the information submitted in these proposals in awarding a contract.
- H. The City reserves the right to award the contract without further discussion on the proposals submitted. The City and its designees also reserve the right to reject and/or accept any and all proposals received or parts thereof. The City retains the right to waive any minor irregularities in any proposal submitted. The City may make such investigations it deems necessary to determine the ability of the proposer to provide/perform as sought by the City, and the proposer shall provide relevant information as requested.
- I. The City will not pay any costs incurred in preparing and submitting the proposal, or be required to contract for the services specified.
- J. Acceptance by the successful proposer of an award from this proposal indicates that the successful candidate is in no way currently an officer of the City of Broken Arrow or is indebted to the City of Broken Arrow. Indebtedness to any of the above shall be basis for non-award and/or cancellation of any award.
- K. Any questions concerning proposal results should be directed to Kelly Cox, Human Resources Director at 918-259-2400 x. 5342.
- L. Requests for clarification of any items, requirements or specifications contained herein must be received by the City, **IN WRITING**, no later than the close of business on March 25<sup>th</sup>, 2025. Upon receipt of a request for clarification, the City shall respond in writing no later than April 4<sup>th</sup>, 2025, and shall furnish a copy of said response to all prospective respondents who have obtained copies of the "Request for Proposals" if the response materially changes the RFP or is deemed significant. The procedure outlined above shall be followed in order to ensure competitive fairness by

providing all prospective respondents with the same information. Except when in the City's best interest, the names of prospective proposers will not be divulged. In order to be provided a copy of the clarification questions/answers, respondents must submit the acknowledgement form, located at the end of this RFP, signed by an authorized person. Failure of receipt of the acknowledgement form will exclude those individuals, businesses and firms from receiving a copy of the clarification questions/answers. Questions can be faxed (918-251-9210) or emailed ([kcox@brokenarrowok.gov](mailto:kcox@brokenarrowok.gov)). The City will not be held liable for faxes and/or emails not received.

- M. All proposals will be reviewed by a committee comprised of the Director of Human Resources, Talent Acquisition Coordinator, Assistant Human Resources Director, and HR Specialist.
- N. Proposals must be signed by a corporate officer authorized to commit the submitting vendor and shall remain in full force and effective for ninety (90) calendar days following the date of opening. Proposals may be withdrawn prior to opening only. Negligence on the part of the proposer shall not constitute a right to withdraw the proposal after it is opened.
- O. There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

### **III. Schedule of Events**

The City of Broken Arrow will make efforts to adhere to the following schedule:

<b>Event</b>	<b>Date</b>
<b>RFP Release Date</b>	March 12, 2025
<b>Proposal Due Date</b>	April 14, 2025
<b>Proposal Reviews</b>	Week of April 14, 2025
<b>Anticipated Contract Award</b>	May 20, 2025

### **IV. Services Solicited**

- A. The city seeks to establish a contract for the following services:
  - a. National Criminal Searches – Conduct thorough searches across national databases to identify any criminal records.
  - b. County-Level Record Verification – Obtain and verify county records for all locations where the candidate has resided.
  - c. Criminal History Verification – Ensure accurate reporting of any past criminal offenses.
  - d. Employment History Verification – Confirm previous employment, including dates of service and job titles.

- e. Education Verification – Authenticate academic credentials, including degrees earned and institutions attended.
- f. Social Security Number & Date of Birth Validation – Verify identity through SSN and DOB checks.
- g. FCRA Compliance – Adhere to Fair Credit Reporting Act (FCRA) requirements, including providing legally required notices to applicants in cases of adverse findings.
- h. Timely and Accurate Reporting – Deliver results expeditiously while maintaining high standards of accuracy and compliance.

**Interested respondents shall complete and return the acknowledgement form upon receipt of this request for proposal.**

## **V. Proposal Submission Requirements and Response Format**

Respondents are responsible for preparing an effective, clear, and concise proposal. In order to be considered for selection, respondent must submit a complete response to this Request for Proposal that includes the following mandatory information and/or requirements in the following format. Failure to provide any of the information requested below may be cause for the proposal to be rejected.

- A. A Request for Proposal cover letter introducing the Business, Individual or Firm and the individual who will be the primary contact person. Proposals must be signed by a corporate officer authorized and shall remain in full force and effective for ninety (90) calendar days following the date of opening. Proposals may be withdrawn prior to opening only. Negligence on the part of the proposer shall not constitute a right to withdraw the proposal after it is opened.
- B. Background information including specific qualifications and recent experience must be included. Failure to provide this information may be cause for the proposal to be rejected:
  - a. Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.
  - b. Describe how you ensure clients receive the highest service levels and compliance.
  - c. Describe experience providing recent similar services as required in this Request for Proposal.
  - d. Describe any unique tools or services your company provides and how you rise above your competitors.
  - e. Describe how your firm measures service quality.
  - f. References: Provide a list of at least four (4) clients for whom you have conducted business. Indicate the client organization name, contact person, phone number, and how long you have provided them services.

- g. Provide an overview of the cost and fee structure associated with your solution offerings.
  - h. Provide any fees/training/documentation costs, if any, which may be associated with your services.
  - i. Please list any service(s) that must be purchased separately.
  - j. Provide a detailed explanation of how your process works; through an online portal, paper submission, etc. and provide examples of your portal and/or available forms.
- C. In addition, provide clear and detailed responses to the General Questionnaire (Section IX).
- D. Submit four (4) originals and one (1) electronic copy of the proposal to the Human Resources Director of the City of Broken Arrow per the direction and address included on page one of this document. Responses must be received in a sealed envelope and clearly marked as “RFP- Pre-Employment Background Check Services 25.145”. Responses to this RFP must be received no later than 4:30pm on April 10<sup>th</sup>, 2025. Responses received after this date and time will not be viewed.
- E. The respondent is also verifying they have Commercial General Liability, Professional Liability, personal injury and property damage liability, contractual liability, independent consultant's liability, and automobile liability insurance from an A.M. Best Rated A+ insurer, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence, and a maximum deductible of One Thousand Dollars (\$1,000) per occurrence and that the City will be named as Additional Insured with all the appropriate endorsements.

## **VI. Selection Process**

Each proposal received will be evaluated and reviewed to determine if it meets the stated requirements in this Request for Proposal. The City’s purpose in soliciting proposals is to determine and select the best qualified firm with which to negotiate a contract at the best possible price. In order to accomplish this objective, the following evaluation criteria and procedure will be used:

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## **Evaluation Criteria**

	Points
<b>Overall Experience of Company &amp; Demonstrated Results</b> Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	30
<b>Method and Ease of Submission and Turnaround Time</b> Our evaluation will include an assessment of the ease of the process/forms, the ease in which our internal team is able to submit information for the check to be conducted and its trackable status, and the days in which finalized results are submitted.	20
<b>Work Plan, Approach and Timing</b> Our evaluation of the effectiveness of your services and reports, approach to how employee and employer situations are handled and how quickly issues are addressed	30
<b>Cost Effectiveness</b> Effectiveness and efficiency of costs	20
Total	100

## **VII. General Information**

The City of Broken Arrow reserves the right to reject any or all proposals and will not be liable for any costs incurred by responding firms relating to the preparation and submittal of proposals, making of initial presentation to the City, negotiating a contract for services, or any other expense incurred by the respondent prior to the date of an executed contract. In addition, no respondent shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

- A. Proposals must be valid for 90 calendar days beginning April 10th, 2025.
- B. The City reserves the right to expand or diminish the scope of the work subject to negotiation with the successful respondent.
- C. The City is not required to select the proposal that may indicate the lowest price or costs. The City expressly reserves the right to reject all proposals at its sole discretion and opinion, without indicating any reason(s) for such rejection. If all proposals are rejected, the City may or may not request additional proposals. The City may withdraw this RFP at any time without advance notice.
- D. The successful firm shall defend, indemnify, save and hold harmless the City of Broken Arrow, its officers, agents, and employees, from any demands, claims, suits, damages, or actions that may be brought by third persons on account of bodily injury or death; personal injury; damage to property or personal interest; or violation of any law, regulation or ordinance; where the third person's loss, demand, claim, suit, damages, or action arises in whole or part out of any negligent or other act or omission of the contracting agency or its officers, employees, and agents, while performing the services agreed to save and except those actions arising out of the sole negligence of the City.

- E. The successful firm shall submit appropriate evidence of required insurance coverages, licenses, or permits prior to the effectuation of any contract for services described herein, as required by the City.
- F. The successful firm shall not transfer the responsibility for any part of their contractual obligation without prior written approval of the City Manager of the City of Broken Arrow.
- G. The City reserves the right to terminate the agreement upon giving the successful firm 15 days written notice of termination.
- H. In the event it becomes necessary to revise any part of this Request for Proposal, an addendum will be provided in writing to all individuals, businesses and firms receiving the Request for Proposal from the City. The City reserves the right to terminate the agreement upon giving the successful firm 15 days written notice of termination.
- I. Inquiries to this Request for Proposal/Information should be addressed via email to:

Kelly Cox  
Human Resources Director  
City of Broken Arrow, OK  
PO Box 610  
Broken Arrow, OK 74013  
918-259-2400 x.5342  
[kcox@brokenarrowok.gov](mailto:kcox@brokenarrowok.gov)

## **VIII. General Questionnaire**

- A. Does your organization have other municipal or government clients?
- B. Provide a count of your existing Municipal clients categorized by large, medium or small groups.
- C. Provide a count of your existing clients with greater than 500 employees.
- D. How many clients of similar size to us have you lost in the last three years? Explain.
- E. Provide the history of your firm.
- F. What aspects of your customer service are strongest?
- G. Describe the customer service our internal team would receive.
- H. Explain how you ensure FCRA compliance.
- I. Explain your national criminal search process.
- J. Explain the process of contacting individual counties to obtain records and any longer than usual wait times in specific counties.
- K. Explain how you go about verifying an individual's criminal record and ensuring accuracy.
- L. Explain your approach to employment verification.
- M. Explain your approach to educational verification.
- N. Confirm that you use Social Security number and DOB to confirm identity and run background checks.

- O. How do you ensure timely and accurate reporting?
- P. Explain the process of initiating a new pre-employment background check.
- Q. How does your firm stay current with state and federal regulations?
- R. Describe any other facets of your organization and your firm's experience that are relevant to this proposal which have not been previously described and that you feel warrant consideration.

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## IX. ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THIS "REQUEST FOR PROPOSAL" (RFP) MUST BE RECEIVED BY THE CITY IN ORDER FOR YOU TO RECEIVE ADDENDUMS (i.e. Updates or changes to the packet).

PLEASE COMPLETE BELOW AND EMAIL TO [kcox@brokenarrowok.gov](mailto:kcox@brokenarrowok.gov) IMMEDIATELY UPON RECEIPT OF THIS PACKET so that you will receive any changes or updates as they occur. If we do not receive this form from you, any updates or changes that you do not receive are not the responsibility of the City.

ITEM/SERVICE SOUGHT BY "RFP": Pre-Employment Background Check Services 25.145

DATE RECEIVED: \_\_\_\_\_

RECIPIENT: \_\_\_\_\_ (NAME)

\_\_\_\_\_ (ADDRESS)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (PHONE)

\_\_\_\_\_ (FAX)

\_\_\_\_\_ (E-MAIL)

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE