

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6552

BACKGROUND CHECK SERVICES

FOR WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48107
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL 6552

July 13, 2010

Washtenaw County Purchasing Division on behalf of Human Resources is issuing a proposal for Background Check Services for the County of Washtenaw for a three year term starting January 1, 2011 and ending December 31, 2013.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48104**

by 3:00 p.m. on Friday, August 13, 2010

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP 6552".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter strietera@ewashtenaw.org at (734) 222-6749.
- Please direct specific technical questions regarding this RFP to Nina Johnson johnsonn@ewashtenaw.org at (734) 222-6823.

Thank you for your interest.

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I. PROPOSAL

Definitions:

"County" is Washtenaw County in Michigan.

"Bidder" an individual or business submitting a bid to Washtenaw County.

"Contractor" One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal: Contract for Background Check Services for Washtenaw County Human Resources and other County departments for a three year period, January 1, 2011 through December 31, 2013.

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of sixty (60) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 4-8, for Washtenaw County contract requirements.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

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- E. The price quotations stated in the bidder's proposal will not be subject to any price increase in the two years from date of contract unless a written letter is sent to the Purchasing Manager thirty (30) days prior to increase to become effective. Purchasing Manager has the authority to accept or deny the price increase.

Cost of RFP:

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

By submitting a proposal, your firm:

1. Agrees to conform to all applicable Federal, State and local laws.
2. Shall provide a statement that your firm has no conflicting financial or professional interest and is qualified to perform the services.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Contractor's Qualifications, years in business.
(Attach as Addendum A)

- B. At least four (4) current references of Background Check Services clients.
Include company name, contact name, phone number.
(Attach as Addendum B)

- C. List amount of companies that are using your services in Washtenaw County
within 2007.
(Attach as Addendum C)

- D. Submit a copy/sample of the Background Check report sent to client.
(Attach as Addendum D)

- E. Types of background checks available and/or packages available not
necessarily listed on the bid specification sheet.
(Attach as Addendum E)

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (**DEPARTMENT HEAD TITLE**) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on January 1, 2011 and ends on December 31, 2013.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

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ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

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ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

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ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

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- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

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ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$ 12.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 31, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIX - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XX - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XXI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

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ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXV - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. BACKGROUND CHECK SERVICES

TERMS AND CONDITIONS

Award: Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price (See: "Low Bid" following), quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the entire contract to one contractor, however the County reserves the right to award this contract to multiple vendors based on package pricing.

Term of Contract: The contract is for a three (3) year term.

Billing Requirements: All invoices are to provide name of person that the background check (s) were conducted and the items checked or package, including on each billing statement, and be mailed to Washtenaw County Human Resources as they pertain to the Human Resources requests.

For Facilities requests, all invoice/statements are to state the name of person that the criminal background check(s) were performed along with the company the person is an employee of and the items checked or packaged and be mailed to Washtenaw County Facilities Management. The costs associated with the criminal background checks are payable by the employee's company in accordance with the contractual terms of that vendor.

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BID SHEETS

***THIS FORM IS FOR 3 YEAR PRICING.**

Description

1. **Social Security trace:** To include name, social security number, current and former addresses.

*Price: _____

2. **County Criminal History:** County Misdemeanor and felony arrest / conviction information to include:

- Date of charge or arrest
- Change Information
- Degree of Charge
- Date of Disposition
- Disposition

^Search area determined by applicants residential and employment location

*Price: _____

3. **State Criminal History:** State Misdemeanor and felony arrest / conviction information to include:

- Date of charge or arrest
- Change Information
- Degree of Charge
- Date of Disposition
- Disposition

^Search area determined by applicants residential and employment location

*Price: _____

4. **Employment:** A customized employment verification profile that meets Washtenaw County's needs and includes:

- Dates of employment
- Date of graduation
- Degree earned
- Major and minor course of study

^Source providing employment verification / history must be identified by name and title with a contact phone number.

*Price: _____

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5. **Education Verification:** (for each level of education)

- Dates of attendance
- Position
- Salary
- Performance overview
- Reason for termination
- Rehire eligibility
- Any additional information they can provide

^Vendor will call “900” phone numbers for employment verification as required. Vender will be responsible for cost of calls to 900 numbers.

*Price: _____

6. **Motor Vehicle Record:** To include current driving and complete driving history on all licenses held with in the past 5 years include specific information on violations, suspensions and convictions

*Price: _____

Management and Executive Level (Optional Items)

7. **Credit History:** This report provides valuable insight to the candidate’s financial well being, while satisfying the requirements of the state and federal fair Credit Reporting Act.

*Price: _____

8. **Professional License Verification:** Verifies the candidate has been issued a professional license, and may include the current status of license, issue date, expiration date and disciplinary action.

*Price: _____

9. **Professional Organization Affiliation:**

*Price: _____

10. **Developed Reference & Interviews:**

*Price: _____

11. **Sex offender Registry Query (National):** The sex offender Register Query contains information on convicted sex offenders.

*Price: _____

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PACKAGE PRICING:

Present the services in “packages” comprised from the above individualized list. The following are the minimal packages request:

Package”	Services Included (use numbers from above list):	Package Price:
A.	Includes 1. – 6. above for Human Resources	\$ _____
B.	Includes 1. – 10. above for Human Resources	\$ _____
C.	Includes 2 & 3 above for Facilities Management	\$ _____

(Attach separate sheet with package rates, if necessary).

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SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____
_____ Date	_____ City St. Zip
_____ Telephone #	_____ Email Address
_____ URL address	<u>CHECK ONE</u>
_____ Federal Tax ID #	Partnership _____
	Non Profit Corp. _____
	Profit Corp. _____
	Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Section I.,F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.