



Harford Community College
401 Thomas Run Road • Bel Air, Maryland 21015

Voice: 443-412-4307 or 443-412-4416 • Fax: 443-412-4392

Web: www.harford.edu/Purchasing/BidBoard

REQUEST FOR PROPOSALS

RFP 17P-001 BACKGROUND CHECK SERVICES

Harford Community College invites sealed proposals to provide background check services in accordance with the requirements listed in section 5.0. The College intends to issue a blanket order in August 2016 for the balance of fiscal year 2017. The College intends to continue the order each year for up to four (4) additional one year periods at the sole discretion of the College and based on satisfactory performance. The additional one year periods will be July 1 to June 30.

Firms are requested to acknowledge receipt of the specification package via email to Beth Bertier, Procurement Assistant at bbertier@harford.edu; please include firm name and address in the acknowledgement.

All questions shall be directed to Vic Dodson, Assistant V.P. for Procurement via email at vdodson@harford.edu and Beth Bertier at bbertier@harford.edu. **Deadline for questions is 6:00 p.m. Friday, July 1, 2016.** Questions and answers will be issued in an addendum shortly thereafter.

All addenda, including questions and answers, will be posted on the College's Procurement web site at www.harford.edu/purchasing/bidboard and Emaryland Marketplace website at www.emaryland.buyspeed.com. It is the bidder's responsibility to monitor these sites and download the addenda.

One (1) priced plus three (3) un-priced copies of sealed proposals are due in the Procurement Office, located in the Hickory Center, Room 132, at the address listed above, **not later 2:00 p.m. Friday, July 15, 2016.** Proposals will be reviewed by a committee and firms may be required to attend a proposal review meeting.

Proposal prices must be firm for sixty (60) days after the closing date. Award is anticipated to be made in August 2016.

The College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities or technicalities, or to negotiate with all responsible Bidders, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

Victor Dodson
Assistant VP for Procurement
June 13, 2016

Table of Contents

1.0	Purpose and Objectives	Page 3
2.0	Instructions to Bidders	Page 3
3.0	Insurance Requirements	Page 5
4.0	General Terms and Conditions of Solicitation	Page 6
5.0	Scope of Work	Page 8
6.0	Deliverables	Page 9
7.0	Intentionally Blank	Page 9
8.0	Intentionally Blank	Page 9
9.0	Shortlist and Proposal Review Meeting	Page 9
10.0	Evaluation Criteria	Page 9
11.0	Company/Firm Profile	Page 9
	Proposal Form	Page 10
	Non-Collusion Certificate	Page 12
	References	Page 13
	No Proposal Reply Form	Page 14

1.0 PURPOSE AND OBJECTIVES

- 1.1 The purpose of this RFP is to contract with a firm to provide background check services for the College's new hires and employees. The work will be directed by the College's Human Resources Department.

2.0 INSTRUCTIONS TO BIDDERS

2.1 Clarification; Addenda

- 2.1.1 Bidders in doubt as to the meaning of any terms, conditions, or specifications, or finding any discrepancy in or omission from same shall notify the Purchasing Agent in writing at once. Such notice in no way obligates the Board of Trustees of Harford Community College (hereinafter referred to as "the College") to revise the bid documents, but should the Purchasing Agent determine that amendment is necessary, each bidder will be furnished same. Acknowledgement of receipt of addenda shall be noted on each bid form submitted.
- 2.1.2 The College assumes no responsibility for oral or telephonic explanations or interpretations of bid documents.

2.2 Cancellation

- 2.2.1 The College may cancel this RFP, in whole or in part, at any time.

2.3 Form of Bids Submitted

- 2.3.1 Bids must be fully and properly executed on the forms provided by the College, with a positive entry in each blank ("N/A" or "0" may be inserted as necessary), typewritten or in ink. Mistakes may be lined out and corrections made before the bid is submitted; the officer signing the bid must initial such corrections in ink.
- 2.3.2 Each bid must be submitted in a securely sealed envelope, prominently marked with the number and title of the bid, and the name of the bidder. Sealed bids will **not** be accepted via facsimile or email.
- 2.3.3 Each Bidder must include with his submission a fully executed Affidavit of Non-Collusion, as furnished by the College. Anti-Bribery Affidavits or other special forms may also be specifically required herein, as federal or state funding sources or other special conditions dictate.
- 2.3.4 The College reserves the right to consider informal any bid not prepared in accordance with instructions.

2.4 Preparation of Bids

- 2.4.1 Bids should be prepared simply and economically, providing a straightforward, concise description of the items or services offered.
- 2.4.2 The College will not be responsible for any bid preparation or submission costs.

2.5 Exceptions; Alternates

- 2.5.1 Bidders that take exception to any part of this RFP, or intend to offer an alternate product to that specified, must so indicate on the bid form. Failure to do so shall be interpreted as the Bidder's intent to comply with all instructions, terms, conditions, and specifications herein.

2.5.2 Conditional or qualified bids may be rejected.

2.6 Errors in Bids

2.6.1 Bidders are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before submitting bids. Failure to do so will be at the Bidders' own risk; relief cannot be secured on plea of error.

2.6.2 Should the unit and extended price(s) of any bid, or part thereof, be at variance, the unit price shall prevail for the purpose of evaluating bids.

2.6.3 When prices on the bid form are requested in both words and figures, the sum written in words shall govern in the case of any discrepancy.

2.7 Time

2.7.1 Unless otherwise specified herein, all time periods are expressed in calendar days.

2.8 Withdrawal

2.8.1 Any bid may be withdrawn before the scheduled due date. After a bid has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid.

2.8.2 The request to withdraw a bid must be made in writing addressed to the College's Assistant Vice President for Procurement.

2.9 Receipt and Opening of Bids

2.9.1 Each bid shall be submitted to the Purchasing Agent or his/her designated Representative at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above.

2.9.2 The Purchasing Agent or his/her representative will determine when the hour fixed for opening has arrived. No bid received thereafter will be considered.

2.9.3 Bids received will be duly recorded and the tabulation may be inspected by appointment.

2.10 Award of Bids, Evaluation Criteria, and Proposal Review Meeting

2.10.1 The contract(s) will be awarded on the basis of the best value proposal, provided the offer is fair and reasonable, and it is in the best interest of the College to accept it. Evaluation criteria is listed in section 10 page 9.

2.10.2 A proposal review meeting may be scheduled after submission of proposals.

2.11 Reservations

2.11.1 The College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this REP; to waive minor irregularities or technicalities, or to negotiate with all responsible Bidders, in any manner necessary, to serve the best interest of the College. Further, the College

reserves the right to make an award in whole, in part, or no award at all.

2.11.2 The College also reserves the right to increase or decrease the quantities of any materials, equipment or services for which it is soliciting offers hereunder, and to award whole, in groups, or by item unless specifically indicated otherwise.

2.11.3 Unless otherwise specified herein, the College also reserves the right to award the contract(s) within not less than sixty (60) days after the bid opening. Any bid on which the time of acceptance is limited to less than the specified period may be rejected solely on that basis.

2.11.4 The College further reserves the right to reject the bid of a Bidder who, investigation shows, is not currently in a position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

2.12 Qualifications of Bidder

2.12.1 The College may make such investigation as it deems necessary to determine the ability of the Bidder to provide the required services, and the Bidder shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Bidder is fully qualified to execute and complete the contract, his bid may be rejected.

2.12.2 Minority business enterprises are encouraged to respond to solicitations.

2.13 Non-Discrimination in Employment

2.13.1 The Bidder shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, the Bidder shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

3.0 INSURANCE REQUIREMENTS

3.1 The winning firm will be expected to have insurance to cover the actions of the winning firm in performing these services.

3.3 Indemnification

3.3.1 The Contractor shall protect, hold free and harmless, defend and indemnify the College including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in

connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense.

3.4 Property Lost, Damaged or Destroyed

- 3.4.1 Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

4.0 GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

4.1 Choice of Law: Compliance with Regulations

- 4.1.1 In all operations related to the Contract, those ordinances, regulations, and local government resolutions, together with the laws of the United States and the State of Maryland which are or shall become applicable to and control in any way the actions of those engaged as principal or agent, must be respected and adhered to strictly. The Seller shall protect and indemnify the Board of Trustees of Harford Community College (hereinafter referred to as "the College") and their agents and employees against any claim or liability arising from or based on the violation of any such ordinances, regulations, resolutions, or laws, whether by him or his employees.
- 4.1.2 The Seller shall obtain and pay for all necessary licenses and/or permits, unless otherwise specified herein.

4.2 Compliance with Specifications

- 4.2.1 The Seller shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as hereinafter described.

4.3 Seller's Responsibility: Subcontractors; Assignment

- 4.3.1 The College will enter into a Contract with the selected bidder only, who shall give personal attention constantly to faithful execution of the Contract, and keep same under his control.
- 4.3.2 The Seller shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect.

4.4 Taxes

- 4.4.1 The Seller shall pay, when due, all applicable taxes or assessments, and shall comply with all statutes and regulations of the applicable taxation authorities.
- 4.4.2 The College is tax-exempt, but cannot authorize any Seller to make tax-exempt purchases on the College's behalf.

4.5 Publicity

- 4.5.1 The Seller shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Publications and Public Information Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the seller from listing the College on its routine client list for matters of references.

4.6 Notices

- 4.6.1 Any notice required shall be in writing and may either be given by personal delivery or sent certified mail, addressed as follows: if to the Seller, at the address set forth in his bid; if to the College, to the attention of the Purchasing Agent at the address set forth in the heading of this solicitation. Either party may change the address to which mailings shall be made from time to time by notice mailed as set forth above.

4.7 Changes

- 4.7.1 The Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract.
- 4.7.2 No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Seller by the College's Purchasing Department, incorporating such change and agreeing to the rate increment or revised service.

4.8 Delay; Force majeure

- 4.8.1 The Seller shall notify the College promptly of any material delay in delivery or performance of specified items or services, and shall detail in writing to the Purchasing Agent the proposed revised performance date as soon as practicable after notice of delay.
- 4.8.2 The Seller shall be liable for delays due to its fault or negligence.
- 4.8.3 In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Purchasing Agent. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.
- 4.8.4 Should the Seller be prevented from delivering or performing specified items or services by circumstances beyond his control, including but not limited to Act of God, war, flood, governmental action, the College reserves the right to withdraw such services from the Contract without incurring further liabilities on the part of the College thereby.

4.9 Annulments

- 4.9.1 The College reserves the right to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations. Any action taken in pursuance of the latter shall not affect or impair any

rights to claims of the College to damages for breach of contract by the Seller.

- 4.9.2 Should the Seller fail to comply with or perform any conditions of the contract within the time stipulated, the College reserves the right to purchase the required terms or services on the open market, and withhold any monies due under the contract to be applied to expenses consequent on the Seller's failure.

4.10 Termination

- 4.10.1 In the event that the Seller violates any of the provisions of the Contract, the College may serve written notice upon the Seller of its intention to terminate the Contract. Such notices will contain the reason for such intention to terminate, and unless within ten (10) days after the serving of such notice the violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
- 4.10.2 If funds are not appropriated for continuance of performance to completion, the Seller shall accept cancellation upon sixty (60) days prior written notice.
- 4.10.3 Notwithstanding the foregoing, the Seller agrees that the College shall have the right to terminate for convenience at any time during the term upon giving the Seller thirty (30) days prior written notice.

4.11 W-9 Form

- 4.11.1 Awarded firm shall submit a current, signed W-9 form to the Procurement Office via email to Beth Bertier, Procurement Specialist at bbertier@harford.edu.

4.12 Headings and Emphasis

- 4.11.2 The section headings, paragraph numbers, italics and other similar features of these documents are for convenience of reference only, and are not to be construed as indicative of the relative importance of any element.

5.0 SCOPE OF WORK

- 5.1 Following are the background check elements most frequently required by the College and the approximate annual number of checks:

<u>Background check element</u>	<u>Approximate annual volume</u>
SSN Trace	500
Criminal Statewide	560
Criminal County	150
Sex Offender Nationwide	500
Education Domestic	145
Education International	5
Motor Vehicle Record	5
Credit Checks	5

6.0 DELIVERABLES

6.1 Complete background check information as requested in a timely fashion. Bidder shall provide a lead time for response for each background check element in their proposal.

7.0 (INTENTIONALLY BLANK)

8.0 (INTENTIONALLY BLANK)

9.0 SHORTLIST AND PROPOSAL REVIEW MEETING

9.1 The College reserves the right to shortlist the Bidder(s) based on the proposal response, and request an oral presentation and conduct review meetings with the short listed Bidder(s).

10.0 EVALUATION CRITERIA

10.1 Experience, References, Company Profile & Narrative

10.2 Cost

11.0 COMPANY/FIRM PROFILE AND NARRATIVE

11.1 Bidders shall submit a company profile and narrative to include, at a minimum, background and history of the company, size of company including number of employees, and approximate annual sales value for each of the past three (3) years.

11.2 Firm must be in business providing this type of service for at least five (5) years.

11.3 Firm shall provide at least three references in accordance with the instructions on the References Form herein. At least two of the three references must be from Higher Education.

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air Maryland 21015

PROPOSAL FORM

RFP 17P-001 BACKGROUND CHECK SERVICES

All proposals must be fully and properly executed, securely sealed, and marked with the number and title of the bid. Envelopes shall be addressed to the Procurement Office at the address above (See Instructions to Bidders, section 2)

Proposals must be received in the Procurement Office located in the Hickory Center, Room 132, at the College **not later than 2:00 p.m. Friday, July 15, 2016.**

To be considered responsive, each proposal submitted must, at a minimum, include the following documents:

1. Proposal form, completed and signed;
2. Non-Collusion Certificate, completed and signed;
3. References, on the form provided (page 13)
4. Complete narrative and company profile (11.0 on page 9)
5. Response to Deliverables (6.0 on page 9)

PROPOSAL OF: _____ DATE _____
(Firm Name)

In accordance with the foregoing Instructions, General and Supplementary Terms and Conditions, and Specifications, including Addenda No. ____, ____, ____, and ____ thereto, I/we submit the following for evaluation:

1. LUMP SUM PRICE
1.1 Unit prices for each background check element per paragraph 5.0 on page 8.

Attach an itemized listing of unit prices for each background check element.

2. Indicate normal response time from receipt of the background request.

- _____
3. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within ninety (60) calendar days after its opening, to execute the contract in accordance with the proposal as accepted, and to render a certificate of insurance within ten (10) calendar days after notification of award.

Firm

Authorized Signature

Street Address	Typed/Printed Name
City, State, Zip	Title
Telephone	Email

If a corporation, place corporate seal beside signature above and state:

Name of president: _____

Name of secretary: _____

Under laws of what state incorporated: _____

Minority Business Certification: (Please check one)

MBE WBE Not applicable

Procurement Office
Harford Community College
401 Thomas Run Road
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NON-COLLUSION CERTIFICATE

Solicitation **RFP 17P-001 BACKGROUND CHECK SERVICES**

I HEREBY CERTIFY that I am the _____ and the duly
(Title)

authorized representative of the firm of _____

whose address is _____.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the bidder herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature

Date

Printed or Typed Name

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

REFERENCES

Solicitation **RFP 17P-001 BACKGROUND CHECK SERVICES**

Each firm must furnish three (3) references of similar nature and scope to this RFP within the past three (3) years. At least two (2) references must be from Higher Education.

1. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____

2. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____

3. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____

PROPOSAL OF: _____
Firm Name

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NO PROPOSAL REPLY FORM

SOLICITATION: RFP 17P-001 BACKGROUND CHECK SERVICES

Dear Sir or Madam:

To assist us in obtaining good competition on our request for proposals, we ask that each firm that has received a solicitation package, but does not wish to submit a proposal, state their reason(s) below. This information will not preclude receipt of future solicitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

- ___ 1. We do not sell the items/services for which proposals are requested.
- ___ 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- ___ 3. We cannot submit a bid because of marketing or franchising policies of the manufacturing company.
- ___ 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- ___ 5. Other commitments preclude our participation at this time.
- ___ 6. We do not wish to participate in the proposal process.
- ___ 7. We do not wish to submit a proposal under the terms and conditions of the Request for Proposal document.
Our objections are: _____

- ___ 8. We do not wish to sell to Harford Community College. Our objections are: _____

- ___ 9. Other: _____

Remarks: _____

Firm Name _____
(PLEASE PRINT)

Authorized Signature _____

- ___ We wish to remain on the Bidder's List.
- ___ We wish to be removed from the Bidder's List.