



**ANNOUNCEMENT
ANNE ARUNDEL COUNTY, MARYLAND
Annapolis, Maryland**

**INVITATION FOR BID
IFB NO. 11-056
BACKGROUND VERIFICATIONS
NOTICE TO BIDDERS**

Specifications and Bid Responses for providing the subject items/services are available at the Anne Arundel County Purchasing Division, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **1:30 pm**, local time, **TUESDAY, July 19, 2011**, at the same location after which they will be publicly opened and read in the Patuxent Room on the same floor. **Bids received after the above-referenced time set for opening will be rejected and returned unopened.**

To all Bidders: Anne Arundel County Purchasing Division will no longer automatically mail complete bid packages. Instead, we encourage anyone receiving this Notice to review and download a bid package from either the County website at www.aacounty.org, or www.eMarylandMarketplace.com. A copy of the bid package may also be picked up at the above address during normal business hours.

****IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid****

A Pre-Bid Conference has been scheduled for June 30, 2011, at 1:30 p.m. at Anne Arundel County Purchasing Division, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401. All Bidders are strongly encouraged to attend. This IFB will be discussed, and Bidders questions will be answered. Bidders should register for the Pre-Bid Conference at least 48 hours in advance of the meeting date and time by contacting the Buyer listed below. If no Bidders register, the meeting may be canceled without further notice to the Bidders.

A bid deposit in the form of a certified check or bid bond in the amount of \$500.00 is required for this Invitation for Bid ("IFB"). Failure to submit a valid bid deposit with Bid Response, when required, shall nullify the Bid." ****All Bid deposits submitted by check WILL be deposited into a County account.****

Note: Questions concerning this Specification and Bid Response should be directed to Rebecca Zimmerman, Buyer IV, phone (410) 222-7664.

William Schull, C.P.M., CPPB
Purchasing Agent
June 16, 2011

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Solicitation Check List

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Bid Response shall be delivered to the County Purchasing Division no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- _____ Did an authorized company representative (reference Section 1.25) sign the Bid Response Form?
- _____ Did an authorized company representative sign and notarize the Affidavit form?
- _____ Did you include the required signature authority documents, if required?
- _____ Did you include a signed copy of the completed Vendor Information Form?
- _____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to www.sdat.org.
- _____ If this Solicitation requires a Bid deposit, did you include one?
- _____ Did you provide one original and one copy of your response?
- _____ Is the outside of the submittal envelope marked with the Bid Number, the title, the due date, your company name, and your company address?
- _____ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?

MANDATORY REQUIREMENTS

The following item(s) are **MANDATORY** and shall be submitted with Bid Response in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response, the Bid Response shall be considered null and void, and therefore, will be rejected.

- (A) Bid Deposit
- (B) County's Bid Response Form

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Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, until 1:30 p.m., local time, July 19, 2011, and will be publicly opened at 1:30 p.m., local time, on that date.

BID SPECIFICATIONS

SECTION ONE – GENERAL INSTRUCTIONS

- 1.1 INSTRUCTIONS** – Instructions, forms, and specifications may be obtained in person from the Anne Arundel County Office of the Purchasing Agent, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, or may be downloaded from the County's website at www.accounty.org.
- 1.1.1 All Bids shall be submitted in duplicate on and in accordance with forms for this purpose, which are available at the Office of the Purchasing Agent.
 - 1.1.2 All Bids are to be submitted in a sealed envelope.
 - 1.1.3 Each Bid shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or, if the Bidder is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this IFB and can also be obtained by the Office of the Purchasing Agent.
 - 1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent.
 - 1.1.5 Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing not less than twelve (12) business days prior to the scheduled opening of the bids. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will notify all Bidders by written addendum of any interpretations made of the Specifications.
 - 1.1.6 The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications should be directed to and shall be issued by the County Purchasing Agent in writing.
 - 1.1.7 To better ensure fair competition and to permit a determination of the lowest Bidder, Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.
 - 1.1.8 Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.
 - 1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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1.2 TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

- 1.2.1 The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
- 1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

1.3 RESERVATIONS

- 1.3.1 The Purchasing Agent may reject all Bids and cancel the IFB, may reject parts of all Bids, or may reject all Bids for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.
- 1.3.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.
- 1.3.3 The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.
- 1.3.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.
- 1.3.5 The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

1.4 SUBSTITUTES

- 1.4.1 When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.4.2 For all items not designated "no substitutes", the County will consider a "County-approved equivalent." Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form "As Specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified.

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Catalog cuts and descriptive data shall be attached to the original copy of the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

- 1.4.3 No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

1.5 MATERIAL SAFETY DATA SHEETS

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement also applies to any goods used by the Successful Bidder when providing a service to the County.

1.6 INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

1.7 DISPUTES

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

1.8 LAW AND REGULATIONS

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

1.9 EQUAL OPPORTUNITY

- 1.9.1 It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.
- 1.9.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement

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in any and all subcontracts. The Successful Bidder shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

1.10 INDEMNIFICATION

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

1.11 TERMINATION PROCESS

1.11.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

1.11.2 The Successful Bidder shall be provided 30 days notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

1.11.3 This Agreement may be terminated by the County upon at least seven (7) days notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

1.11.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

1.12 OPTIONAL USE OF CONTRACT

1.12.1 The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and

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universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

- 1.12.2 The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

1.13 CORPORATION REGISTRATION

- 1.13.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State.
- 1.13.2 All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

1.14 REFERENCES TO ALTERNATE TERMS

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

1.15 PAYMENT TERMS

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the County. To receive payment for services rendered, the Offeror shall submit an invoice to:

Anne Arundel County, Maryland
Office of Finance
P. O. Box 2700
Annapolis, MD 21404

1.16 ASSIGNMENT

The Contract resulting from this IFB and the compensation, which may become due thereunder are not assignable except with prior written approval of the County.

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1.17 AVAILABILITY OF FUNDS

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

1.18 INTERPRETATION

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

1.19 INTEGRATION

The IFB, the Successful Bidder's Bid, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

1.20 FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the County may be found jointly or solely liable.

1.21 CHANGES

The County reserves the right to add items to this Contract at the County's sole discretion of the items meet the following criteria:

1.21.1 The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract.

1.21.2 The price for each item as offered by the Successful Bidder is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.

1.21.3 The items added are relatively insignificant to the overall value and services under the agreement.

1.22 MOST FAVORED PUBLIC ENTITY

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

1.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, grounds, equipment, vehicles, or property caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be

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made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

1.24 CONDITIONS FOR PURCHASING ELSEWHERE

1.24.1 Time is of the essence. Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

1.24.2 The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

1.25 SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS EXCEEDING \$150,000)

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Bidder shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Bidder.

TYPE OF LEGAL ENTITY:

Company/Corporation or Professional Service Corporation (<i>"Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A."</i>)	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY: Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Statement of Partnership Authority
Limited Partnerships (<i>"L.P."</i>)	NO PROOF NEEDED IF SIGNED BY: General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Certificate of Limited Partnership
Limited Liability Company / Corporation (<i>"LLC" or "LC"</i>)	NO PROOF NEEDED IF SIGNED BY: President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution

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Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority
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Note: this chart does not cover unincorporated associations.

1.26 CHANGES/ERASURES TO BID RESPONSE

To be considered, all erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

1.27 BIDDER'S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

1.28 BID RESPONSE MODIFICATIONS OR WITHDRAWAL

- 1.28.1 A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Division in writing.
- 1.28.2 Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.
- 1.28.3 No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

1.29 ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA

****IMPORTANT NOTICE**: The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Bidder's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid.****

1.30 CONTENT

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

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1.31 CONFLICT OF INTEREST

1.31.1 By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.

1.31.2 Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

1.32 HEADINGS

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

1.33 IFB TEXT EMPHASIS

Throughout this IFB, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

1.34 PARENT COMPANY

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

1.35 ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

1.36 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

1.37 EXECUTIVE ORDER #24

Pursuant to Executive Order 24, Bidders are required to comply with all applicable laws and regulations relating to the employment of aliens. If a Bidder fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Bidder's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this IFB, the Bidder certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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1.38 CONFIDENTIAL AND PROPRIETARY INFORMATION

- 1.38.1 All information contained in the Bid is subject to production under the Maryland Public Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.
- 1.38.2 Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Bid Response on the grounds that the Bid Response is not responsive.
- 1.38.3 Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to the IFB, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.

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SECTION TWO – GENERAL SPECIFICATIONS

2.1 SCOPE

- 2.1.1 These Specifications are intended to cover providing background verification services as required for various County employees and volunteers in such areas as the Office of Personnel, the Fire Department, the Police Department, the Department of Aging and Disabilities, and the Department of Recreation and Parks, as listed in Section Three and in the attached Bid Response Form.
- 2.1.2 All services provided shall be completely serviced by the Successful Bidder, and shall be provided ready in all aspects to begin normal operating service.

2.2 PRE-BID CONFERENCE

- 2.2.1 A Pre-Bid Conference has been scheduled for Thursday, **June 30, 2011, at 1:30 p.m.** in the Patuxent Room, 2660 Riva Rd., 3rd floor, Annapolis, Maryland 21401, to answer questions about this IFB and the products or services to be provided hereunder. While attendance is not mandatory, all Bidders are strongly encouraged to attend. While every effort will be made to answer any questions concerning this IFB raised by potential Bidders at the Pre-Bid Conference, such answers shall be considered unofficial until affirmed in writing by the Purchasing Agent in the form of an addendum.
- 2.2.2 Bidders are strongly encouraged to bring any issues regarding this IFB or the equipment/services to be provided to the Pre-Bid Conference or to the attention of the County Buyer prior to the deadline as detailed in clause 1.1.5 above.
- 2.2.3 Any modifications, additions, or deletions to the Specifications that result from this meeting shall be in the form of an addendum to be posted on the County's website.
- 2.2.4 Bidders should register for the Pre-Bid Meeting at least 48-hours in advance of the meeting date and time by contacting the Buyer, Rebecca Zimmerman at 410-222-7664. If no Bidders register, the meeting may be canceled without further notice to the Bidders.

2.3 BLANKET ORDER RELEASE

- 2.3.1 The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful Bidder to provide any services to any department in the County. Authorization for services to be provided shall be by Blanket Order Release issued by the Purchasing Agent.
- 2.3.2 Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like services from other entities or sources.

2.4 TERM OF BLANKET ORDER CONTRACT

This Contract shall be in effect for one (1) year beginning September 1, 2011. This Contract may be renewed up to an additional four (4) one-year periods with the same terms and conditions at the sole discretion of Anne Arundel County, Maryland. After the initial term, any one-year renewals will be subject to the availability and appropriation of County funds.

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2.5 WARRANTY AND SERVICE

The Successful Bidder warrants any services and documentation provided shall be of the highest quality, shall comply with Specifications, and shall be complete and accurate. Any inaccurate documentation shall be immediately corrected and replaced free of cost to the County in a timely manner.

2.6 DELIVERY OF SERVICES

2.6.1 Successful Bidder shall guarantee delivery of services to the Anne Arundel County departments as required in Section 3.1.1.3 and 3.1.1.4 of this IFB.

2.6.2 Successful Bidder shall state the number of calendar days required to begin this service to the County following notification of an award.

2.6.3 Successful Bidder shall provide an itemized invoice for each service provided. The invoice shall be marked clearly with the purchase order number issued by the County for the services purchased.

2.6.4 All services including invoices, reports, and documents shall be delivered F.O.B. destination with delivery costs and charges included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid, and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

2.6.5 The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

2.7 TRADE-INS

This section is not applicable.

2.8 PROCUREMENT CARD

2.8.1 The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. **The Successful Bidder may not charge the County for any fees related to the use of a procurement card. Procurement cards may be used by both the County departments and volunteers.** The Department of

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Aging and Disabilities and the Department of Recreation and Parks utilize procurements cards to pay these charges.

- 2.8.2 For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

2.9 REGULAR DEALER

Quotes shall be considered only from Bidders that qualify as a “regular dealer.” A “regular dealer” means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods that are the subject of this IFB.

2.10 BID DEPOSIT

- 2.10.1 A bid deposit in the form of a certified check or bid bond is required for this Invitation for Bid (“IFB”). Failure to submit a bid deposit with Bid Response, when required, shall nullify the Bid.

2.10.2 The Bid Deposit for this IFB is \$500.00.

- 2.10.3 The bid deposit shall be in the form of a certified check (made payable only to Anne Arundel County, Maryland) or bid bond. Failure to submit a bid deposit shall result in rejection of the bid. A certified check made payable to anyone other than, or in addition to, Anne Arundel County, Maryland, shall be null and void and shall result in rejection of the bid.

- 2.10.3 Bid deposits will be returned to unsuccessful Bidders upon the award of the Contract. The bid deposit will be returned to the Successful Bidder upon execution of a Contract, the meeting of bond requirements, and the Successful Bidder has provided all required documents.

- 2.10.4 Nonperformance by a Successful Bidder, or its failure to execute the agreement, meet bond requirements, and provide all required documents within ten (10) business days after the award, shall result in the bid deposit being forfeited to the County as liquidated damages.

2.11 AWARD OF CONTRACT

- 2.11.1 The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent, not earlier than seven (7) days after the public opening of bids. Price, delivery time, and compliance with the Technical Specifications shall be prime factors in determining the Successful Bidder as provided by applicable County law. The decision of the Purchasing Agent is final.

- 2.11.2 Any other considerations for the award shall be stated in the Specifications and Bid Response.

- 2.11.3 Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an

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aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

2.12 LITERATURE AND SAMPLES

- 2.12.1 If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods within five (5) days of the request, giving full details as to type of goods to be furnished under a Contract.
- 2.12.2 Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked "SAMPLES FOR BID NO. 11-056". Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.
- 2.12.3 The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent's discretion.

2.13 INSURANCE REQUIREMENTS

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

2.13.1 COMMERCIAL GENERAL LIABILITY INSURANCE

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

2.13.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

2.13.3 WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

2.13.4 On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall

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be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.

2.13.5 PROFESSIONAL LIABILITY INSURANCE

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

2.13.6 The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in coverage. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.

2.13.7 **Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.**

2.13.8 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

2.14 RETURN GOODS POLICY

This section is not applicable to this IFB.

2.15 PRICE ADJUSTMENTS

2.15.1 All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly ninety (90) days prior to the renewal date. The Successful Bidder shall request all price adjustments in writing at least ninety (90) days prior to the renewal date.

2.15.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

2.15.3 The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

2.16 AGREEMENT

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this IFB as part of the Contract.

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2.17 PERFORMANCE, LABOR & MATERIAL BONDS

This is not applicable to this IFB.

2.18 REQUESTS FOR CLARIFICATIONS

The deadline for submitting a written request for clarification of requirements (see Section 1.1.5) is **July 7, 2011, at 12:00 p.m.**

2.19 NEGOTIATED PRICING

When purchasing large quantities of products or services, the County reserves the right to purchase at the prices offered under the resulting Contract or to negotiate lower prices. In no event will the County pay more than the price offered under the resulting contract.

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SECTION THREE – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

3.1.1 General Information

- 3.1.1.1 The County obtains background investigations for multiple County departments for pre-employment candidates, volunteers, and employees for a variety of reasons. Each department has its own requirements, as stated below, and processes.
- 3.1.1.2 The Successful Bidder shall provide a report within forty-eight (48) hours that shall be accessed electronically by a County representative, and provide statistical and historical reporting capability.
- 3.1.1.3 Access for candidates, volunteers, and the County to an on-line system shall be logical, uncomplicated (user friendly), and **shall be available 24 hours per day, 7 days per week, and include technical support for candidates and volunteers during that time period.**
- 3.1.1.4 Access to an account representative for the County representatives to contact the Successful Bidder regarding billing and other administrative concerns. The account representative's availability shall be at a minimum within the business hours of 8:00 am to 4:30 p.m. local time, Monday through Friday. Access to the account representative is requested to include weekend and evening, but is not required.
- 3.1.1.5 Successful Bidder shall provide contract resolution of communication or system problems within the minimum business hours stated in Section 3.1.1.3. Problem resolution shall be accomplished by the end of the next business day after notice of a problem by a user or the County representative for other than complex problems. More significant problems shall be handled in a mutually agreeable time frame between the Successful Bidder and the County representative. A County contact person and phone number shall be supplied to the Successful Bidder upon award.
- 3.1.1.6 Subcontractors may only be utilized by the Successful Bidder with prior approval by the County. If Bidder plans to utilize a subcontractor at any time for this Contract, the subcontractor's company information, and the subcontractor responsibilities as it relates to this Contract shall be included with the Bid Response. Failure to provide this information with the Bid Response may be cause for rejection of the Bid Response.
- 3.1.1.7 Reporting tools shall be user friendly and shall provide download capability into spreadsheets or simple databases for easy data retrieval.
- 3.1.1.8 All data shall be transferred over secure connections to prevent hacking and data capture by unauthorized sources.
- 3.1.1.9 The Successful Bidder shall only fill requests that are described in this IFB and approved by the Purchasing Agent.

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3.1.1.10 The Successful Bidder shall resolve conflicts and/or answer questions raised by individuals regarding the information identified by the Successful Bidder in a background check. Specifically, the Successful Bidder shall be required on occasion to communicate directly with the candidate or individual not employed by the County regarding the information the Successful Bidder supplied about that individual. If so, this will be on an as needed basis. The Bidder shall identify if there is a fee for the service above and beyond the fees already identified elsewhere in this IFB. This is not needed by the Department of Recreation and Parks, or Office of Personnel unless there is an error in the background verification conducted by the Successful Bidder.

3.1.2 Pre-Employment Candidates

3.1.2.1 The County conducts background verifications for candidates for various paid, part time employees, and volunteer positions which include verifications of any or all of the following:

- Education
- Training, certifications, or licenses
- Driving record
- Military service
- Employment history
- Criminal history
- Credit history
- Other related information

3.1.2.2 The County seeks qualified Bidders currently providing thorough, accurate, secure, efficient, and timely background checks to ensure quality candidates are recruited into public service. The Bidder shall have recent experience with at least one (1) public entity. With the supplement of highly skilled background verification services the County has improved the recruitment process by eliminating unqualified candidates, as well as reducing the labor intensity of performing numerous verifications, and by relying on manual data entry. The long term potential of this Contract is the ability to use this service for all County employees when needed.

3.1.2.3 Criminal verifications are usually found through Court records. In-house law enforcement investigators can utilize MILES, CJIS, and NCIC if the position requires this. For positions not covered by state regulations, the County may need to supplement the criminal search conducted by authorized employees. For this reason, the Successful Bidder shall include utilization of the above mentioned databases when requested by the County for background verifications.

3.1.2.4 The County expects to use the Successful Bidder's web-based technology for Internet accessibility by the applicant when requested to provide information on-line for the County. The web-based product shall be secured, easily accessible by candidates and volunteers and permit custom tailoring to allow for unique characteristics of different recruitment efforts for various public safety agencies, as well as the Department of Recreation and Parks, and the

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Department of Aging and Disabilities While the principle focus shall be with the public safety agencies, the County anticipates providing an “a la carte” verification of selected areas for any County agency requiring this service.

- 3.1.2.5 Successful Bidder shall not disclose any information relating to the requested Successful Bidder services to any person or entity without written permission from the County.
- 3.1.2.6 Candidates for identified positions shall be required to submit information electronically through a secured website that shall be linked to the County’s website. The exception to this requirement is for those volunteers that refuse to use on-line entries.
- 3.1.2.7 The Department of Recreation and Parks shall require access to the online - results. The Successful Bidder shall elicit information from the candidate (or volunteer) to permit the Successful Bidder to:
- Confirm identity,
 - Check criminal records,
 - Check listings on the Sex Offender Registry,
 - Verify driving records,
 - Verify military service dates as well as rank, branch, and release information,
 - Establish employment dates, including titles, salary, reason for leaving,
 - Verify certifications or licenses,
 - Check credit history consistent with State of Maryland and federal laws,
 - International background verifications, and
 - Access other information as may be required for the particular recruitment.
- 3.1.2.7 The ability to charge the candidate (or volunteer) directly shall be provided as an option and shall not be part of the Basis to award. Secure payment via credit card or mail payment shall be required. The payment fee to the public may be partial or full cost of the service depending on the agreement the candidate has with the County Department. Reporting for this optional feature shall be sent to the County for information purposes on a periodic basis.
- 3.1.2.8 The County requires the ability to menu-pick the selections as needed.
- 3.1.2.9 Reporting Requirements for All Services
- Results, status of verifications on an individual, and on candidate (or volunteer) groups shall be available within forty-eight (48) hours of the initial filing of information to Successful Bidder. Reports required as well as any other documents, materials, or information related to the Services shall be considered the property of the County, and no use of the reports,

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documents, materials, or information shall be made without the prior written consent of the County.

3.1.2.10 Responses to requests for information related to the Services shall be made pursuant to and in accordance with Maryland Public Information Act, Maryland State Government Code Annotated, §§10-611, et. Seq.

3.1.2.11 The Successful Bidder represents and warrants that:

- The performance of the Services shall not infringe or violate the rights of any third party,
- The Successful Bidder shall perform, and shall cause any of its subcontractors to perform, the Services in accordance with the Specifications.
- Shall comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations in performing the Services, including, without limitation, the Fair Credit Reporting Act (15 U.S.C. § 1681 et. Seq.) (as amended by the Fair and Accurate Credit Transaction Act) (“FCRA”), the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et. Seq.) (“GLB”), the Federal Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.)(“DPPA”), Title VII of the Civil Rights Act of 1991, and the Fair Labor Standards Act.

3.1.2.12 In accordance with the FCRA, the County warrants to the Successful Bidder that it shall not request or procure any Service for employment purposes unless, on each occasion:

- The County has provided the candidate a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a candidate and/or investigative candidate report (as defined by the FCRA) may be obtained for employment purposes, and if an investigative report is requested, the candidate has the right to request disclosure of the nature and scope of the verification; and
- The County has obtained a written authorization from the candidate specifically authorizing the procurement of a candidate and/or investigative candidate report by the County.

3.1.2.13 In using the services for employment purposes, before taking any adverse action, based in whole or in part on the report, the County shall provide the following to the candidate to whom the report relates:

- A copy of the candidate and/or investigative candidate report; and
- A description in writing of the rights of the candidate under the FCRA.

3.1.2.14 Should the County take adverse action against a candidate, based in whole or in part on a candidate report, the County shall provide the candidate the Successful Bidder’s name, address, and telephone number.

3.1.2.15 If the event the County takes an adverse action against the candidate, based in whole or in part on the candidate and/or investigated candidate’s report,

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the County shall provide the candidate with a statement that “the Successful Bidder did not make the decision to take adverse action and is unable to provide the candidate with specific reasons why the adverse action was taken.”

- 3.1.2.16 Bidder is required to have obtained restrictive licenses or security clearance to permit the collection of verification information for other governmental jurisdictions in the past. References to confirm this verification shall be requested by the County.
- 3.1.2.17 On-line technical support shall include weekends to provide assistance to candidates and volunteers during the data entry period. The data entry period shall be the time frame that the candidate or volunteer has to input his/her information into the Successful Bidder’s System. Bidder shall specify times and days of availability of the system.
- 3.1.2.18 The County shall provide the Successful Bidder with the encryption information needed to link to the County website. This information shall be provided shortly after the award notification.
- 3.1.2.19 The County is not checking all applicants applying for positions; the County is only checking those candidates given conditional offers of employment.
- 3.1.2.20 The County utilizes five (5) identifiers for Basic Identity checks:
- Full name
 - Date of birth
 - Social Security number
 - Residence address
 - Phone number for contact. This is accomplished by using social security number validation and address verification.
- 3.1.2.21 Note – the quantities listed in this IFB may be significantly higher or lower depending on the economy, hiring freezes, and the County needs such as a Fire Academy class.

3.1.3 Department of Recreation and Parks

- 3.1.3.1 Currently the County enters the public’s information for all its volunteers and employees into the current vendor’s System and waits for the results. The County shall decide whether the background information obtained permits the person to work as a volunteer for the Department. The Department requires the flexibility from the Successful Bidder to offer the public the opportunity to click on a link from this Department, enter its own data directly to the Successful Bidder, and then pay for it on-line. The County, based on its criteria, reviews the results and decides whether or not the person qualifies to work in the Department. The desire is to shift some or all of the cost of this service to the public. The County also completes all the required fingerprinting.
- 3.1.3.2 Background checks are needed by volunteers and employees that work with children.

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3.1.4 Department of Aging and Disabilities

3.1.4.1 The Department of Aging and Disabilities currently has several County employees that utilize the services of background verifications for different programs. Typically they utilize Criminal Maryland Statewide, Social Security Number Trace, and US – SOR Combination.

3.1.4.2 The “Friendly Visitor Program” used by this County department provides a homebound person, age 55 and over, or an adult with disabilities, with a Volunteer Visitor in his/her own home. The Volunteer Visitor is there to help relieve loneliness, isolation, and boredom, to help improve the individual’s social life, and satisfy the need for friendship. The Volunteer Visitor visits the client at least one (1) hour per week. The Program provides volunteer opportunities to those who would like to visit homebound people to provide conversation, companionship, and other activities. Since the Volunteer Visitors are entering the homes of frail seniors, the Department of Aging and Disabilities completes a background check and also checks the references listed on the application. The Program does not have any peak times. The requests are done on-line so the County shall require encrypted protocols. Only one (1) person needs access for this program as well as access to the information results. Candidates do not need access for this Program. The program had 55 background investigations completed last year. This department requires the following information:

- Full name
- Date of birth
- Social Security number and Trace
- Residence address – no PO box
- Contact telephone number and/or residence telephone number
- Social Trace – (Review of Social Security Number trace and determine where applicant has lived for the last seven (7) years along with the appropriate Statewide Criminal Record Search(es)/County Criminal Search(es). If Statewide Criminal record Search produces an incomplete disposition, then a County Criminal Records Search(es) is needed to obtain the outcome of the disposition.)
- Criminal felony and misdemeanor with full adjudication(result of the offense by the court)
- Also Known As (AKA) checks

3.1.4.3 The Respite Care Referral Program (RCRP) provides lower cost respite care services to ill, disabled, and frail people in their own homes in order to relieve the strain and responsibility of families caring for a relative or friend. This is done by maintaining a referral list of home care workers who have been screened (background check, reference checks, and interview) and trained by the Department of Aging and Disabilities. The RCRP is a non-profit public service to the community with the primary purpose of assisting callers needing care in the home for themselves, a friend, or a family member. After a brief assessment of need, the County provides a list of self-employed respite workers to provide home care, and who are in good standing on the Respite Care Referral Registry. The RCRP requires a national criminal and Sexual Offenders Registry check before the individual can enter the Program. This is later done again on an annual

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basis. Since the request is done on-line, encrypted protocols shall be required. There are two (2) Program staff members who require access to the Successful Bidder's website to obtain the findings. The candidates do not have access. Currently the RCRP candidates pay for the local search. A money order for the amount is collected with the application and forwarded to the Successful Bidder upon billing. Any differences due to an alias are paid by County procurement card. Unlike other departments, the Department of Aging and Disabilities does not want potential workers to go on-line to submit the information. The decisions based on the background information provided are completed by the County agency. This information is not shared with the Office of Personnel. RCRP does not have peak time during the year. This Program had 155 background checks completed last year.

3.1.5 Fire Department

3.1.5.1 Rapid Sequence Intubation (RSI) qualified paramedics are required by the State of Maryland to complete two Operating Room rotations a year to maintain their qualifications. These paramedics shall have specific background checks conducted that meet Joint Commission on Accreditation of Health Care Organizations (JACHO), Medicare/Medicaid regulations, and HIPPA laws. Currently the Fire Department sends personnel to Harbor Hospital, Baltimore Washington Medical Center, and the University of Maryland-Shock Trauma. Paramedics shall have background checks in order to function in any of the above referenced medical facilities. The RSI Program requests approximately 40 background investigations a year. If a Fire Academy Class is hired, an additional 60-100 background investigations shall be required to be completed by the Successful Bidder.

3.1.5.2 Per current contracts with Harbor Hospital, Baltimore Washington Medical Center, and University of Maryland – Shock Trauma, the County must complete background checks prior to their RSI clinical rotation. The background checks shall have the following items checked and cleared in the background investigation:

- Cleared criminal background checks in Maryland, Virginia, Delaware, and the District of Columbia
- Clearance of the Federal Sex Offender file

3.1.6 Detention Center

Additional verifications that may be requested by this County department are:

- International Employment/Reference Verification
- International Education Verification

3.2 INVOICES AND SERVICE TICKETS

3.2.1 Invoices shall be submitted for work performed for each County agency to the Finance Department, P. O. Box 2700, Annapolis, MD 21404. To expedite payment, a copy of

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each invoice and priced service tickets shall be sent to the County agency's designated address for review and approval. Additional costs shall not be included.

- 3.2.2 Invoices specifying title of position, dates of verification, types of verification, and results shall be provided monthly.
- 3.2.3 Cost for each service performed shall be listed separately.
- 3.2.4 Invoices shall be submitted on a monthly invoice/statement to the applicable County department. If the Successful Bidder shows a history or pattern of incomplete or incorrect invoicing, termination of this Contract may result.
- 3.2.5 The County requires the option to pay via procurement card if desired.
- 3.2.6 Invoices shall contain the following information:
 - Blanket Order Release Number
 - County Agency ordering services
 - Breakdown of services including cost of each service provided, quantities, and file name (Personnel ID number or candidate's name)
 - A summary of all services for a subtotal by each item on blanket (i.e., all employment verifications)
 - Total cost

3.3 EMERGENCY ORDERS

The Purchasing Agent reserves the right to order services on any emergency basis from suppliers other than the Successful Bidder. The criteria for award in an emergency situation shall be response time. Ordering from other suppliers shall not void the conditions of this Contract.

3.4 COMMUNICATION

Good and timely communication is the responsibility of the Successful Bidder. County contacts and phone numbers shall be supplied to the Successful Bidder upon award.

3.5 RESPONSIBILITY REQUIREMENTS OF THE SUCCESSFUL BIDDER

Successful Bidder shall meet all the specified requirements during the course of the Contract:

- 3.5.1 Successful Bidder shall provide a satisfactory record of performance during the course of the Contract.
- 3.5.2 Successful Bidder shall maintain the productive capacity to perform and achieve required work by providing adequate staffing of trained technicians and helpers.
- 3.5.3 Reporting required by the County's Office of Personnel shall be provided at least monthly. Other County departments may require different reporting to meet their needs. The Department of Aging and Disabilities does not need the reporting feature.

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3.6 BIDDER REQUIREMENTS

Bidder shall meet the following minimum requirements in order to be considered for an award:

3.6.1 Computer Connections and Accessibility

- 3.6.1.1 The **Department of Recreation and Parks** currently has six (6) users with all abilities of access. The Successful Bidder shall provide at least the current number of users the necessary access and have the capability to increase or decrease those numbers if requested by the County. This Department requires a separate portal for specific information.
- 3.6.1.2 The **Department of Aging and Disabilities** needs the authority to input, review, and see billing information for all the Department's clients. Results shall be available on-line for the requesting County department making the request.
- 3.6.1.3 Bidder shall demonstrate the ability and past experience to provide a minimum of one (1) Internet-based portal for candidates to enter own information.
- 3.6.1.4 The information format shall have the ability to be customized (modified) by the County. Screens shall be able to be modified to meet County preferences/requirements.
- 3.6.1.5 The Bidder shall provide a description of network and technological requirements for those accessing the Bidder's system. This information shall be included in the Bid Response.
- 3.6.1.6 The Bidder shall demonstrate the capability to post a link to the County website. A reference to confirm this ability shall be provided.
- 3.6.1.7 The Bidder's computer system shall be easy to access and use, and the data reporting tool shall provide complete candidate data for the County's use in an electronic format (manipulative spreadsheet). This system shall provide a secure website.
- 3.6.1.8 The Bidder shall provide examples and detailed descriptions of the Internet data gathering tool to be used such as a demonstration disk to navigate the site. Tool shall be easy to navigate via the Internet and shall effectively collect specified candidate information.
- 3.6.1.9 Bidder shall provide the following data gathering features:
- Candidate data entry
 - Mandatory field entry
 - Electronic format
 - User-friendly display screens and prompts
 - Termination of process upon applicant's disqualifying response where requested
 - All information/reports that shall be archived and retrievable per applicant in readable/printable format

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- Show samples of on-line data instrument that can be modified to meet the County's needs
 - Shall rely on the County to provide data or Successful Bidder to accumulate.
- 3.6.1.10 Bidder shall include description of Internet data gathering tool to be used, how each verification is conducted, and how the results shall be reported to the County.
- 3.6.1.11 Bidder shall demonstrate the ability to provide a secure Internet website. This is a mandatory requirement. Accessibility shall be
- By the candidates (this is not needed at the Department of Aging and Disabilities)
 - By the representatives for the County's Office of Personnel, and Department of Aging and Disabilities authorized users.
 - By the County background investigators
 - Bidder may be asked to demonstrate this capability on-line at a meeting with County prior to an award decision.
- 3.6.1.12 Bidder shall have the capacity and proven success to provide on-line accessibility for employees to be investigated.
- 3.6.1.13 The Bidder shall provide an overview of:
- Services offered,
 - How to access the system,
 - How data is collected and transferred,
 - How problems are resolved, and
 - How information is reported to candidates and to County.
- 3.6.1.14 Bidder shall have the capacity and proven success to provide on-line status and results reporting to the contracting agency within designated time frames.
- 3.6.1.15 The Bidder shall provide the days and times of availability of technical support services to candidates and volunteers, to County Personnel Office representatives, and to County background investigators in various departments. Bidder shall meet the minimum availability window as required in Section 3.1.1.3. The Bidder shall provide the days and times of availability of an account representative as required in Section 3.1.1.4.
- 3.6.1.16 Bidder shall have the capacity and proven success to provide an on-line system that is available 24 hours per day, 7 days per week, with technical assistance for users during that time period as described in Sections 3.1.1.3.
- 3.6.1.17 Bidder shall maintain sufficient technical support to avoid shut-downs during required on-line availability times.
- 3.6.1.18 Bidder shall provide a transferable data source of all archived background investigations and release forms at the end of the contract period. These shall be the property of the County. Archiving is desired to be on the County website instead of the Successful Bidder's website; however, if this is not possible to archive on the County website, access to the records after the contract ends shall

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be required. Bidder shall provide how archiving is to be handled. A description of the archiving process and the availability of data to the County shall be provided in the Bid Response. Archiving costs shall already be included in the base pricing in the Bid Response.

3.6.2 Background Verification Abilities

- 3.6.2.1 Bidder shall demonstrate the ability and past experience to provide background verification of identity, education, certifications/licenses, training, employment, military, driving, crimes against children, and criminal histories to include sex offender information.
- 3.6.2.2 The Bidder shall demonstrate the ability to provide international verifications for employment, education, and other available information related to background verifications.
- 3.6.2.3 Bidder shall describe how each type of verification (as listed in Section 3.7.4) is conducted and how the results are reported to the County. The Successful Bidder shall be required to email the results to the County Personnel Department or the County Department requesting the verification.
- The Department of Recreation and Parks requires direct access to the Successful Bidder's system for results.
 - The Department of Aging and Disabilities requires the results e-mailed to the County personnel who inputs the information. If unable to provide, then the ability to go onto the secured site and download and print the results shall be required.
- 3.6.2.4 **The Successful Bidder shall guarantee a turn around time within forty-eight (48) hours of receipt of the candidate's information.** Bidder shall confirm the ability to meet this requirement and if this has been provided with previous contracts.
- 3.6.2.5 Bidder shall provide the following data elements:
- Bio data/Identity
 - Residence history
 - Employment history
 - Education
 - Driving record
 - Military data
 - Related certifications and licenses
 - Conviction history/status (including sex offender information)
 - Controlled Dangerous Substances abuses
 - Work availability
 - Includes international verification, when needed
 - Access to and provide release form with signature

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- Veracity statement (meaning a truth statement that is needed to be signed by the candidate regarding the information provided)
- Release form – The County maintains a copy of the candidate's signature on file at the County. The County obtained the signature on a release from the candidate. The County certifies that it has the signature on file when the County requests a search. When done on-line, the County checks a box showing this.
- Option to modify the reporting for each County department since some departments don't need all the items listed above and only want the reports they choose to request.

3.6.3 Administrative Capabilities

- 3.6.3.1 Bidder shall provide the organization size in relationship to the customer base to demonstrate the ability to ensure sufficient personnel to meet the County's needs.
- 3.6.3.2 The Bidder shall provide one (1) point of contact for handling routine inquiries, reports, and issue resolution for the County to utilize for all County departments.
- 3.6.3.3 Successful Bidder shall have the ability and experience to successfully track and segregate the billing.

3.6.4 Sample Documents

- 3.6.4.1 The Bidder shall provide a sample of invoicing with detailed cost descriptions for a County agency. This shall also include a summary of each service at the end. This sample shall be submitted with the Bid Response and be similar to the end product if awarded the Contract. Bidder shall have the flexibility to modify some fields/selections if needed by the County. Each County department/agency shall receive its own separate billing. If there are separate programs within the same department, the department shall provide the necessary information to the Successful Bidder to obtain separate invoices if desired.
- 3.6.4.2 Bidder shall provide a sample candidate summary file. The County shall have access to the candidate information by designated County personnel as needed.
- 3.6.4.3 Bidder shall provide measurements of process at any point in time. A sample report(s) shall be included with the Bid Response.
- 3.6.4.4 Report template sample shall be included with the Bid Response. These templates shall have the ability to be modified to meet County preferences/requirements.

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3.6.5 Implementation and Training

Bidder shall provide an Implementation Team for any County Department seeking to utilize these services. The Implementation Team shall be at no additional cost upon initial implementation. Implementation shall include training for County employees to properly utilize these services as well as the County Office of Information Technology (OIT) Department.

3.6.6 References

Bidder shall provide with the Bid Response a satisfactory record of past performance within the required services. This shall be demonstrated by providing a minimum of three (3) references for other clients with a 1,000 or more participation service per year. These references shall provide contacts able to verify the Bidder's ability to provide features required in this IFB. The window for these past successes shall be within the last five (5) years. (Each of the features listed shall be verified at least once among the three (3) references. A sample of the reference form is found in the Appendices. Inability to reach at least two (2) of these references may be grounds for rejection of the Bid Response.

3.6.7 Bidder shall provide the above items with the Bid Response. Additional information may be requested by the County, which shall be supplied by the Bidder within ten (10) days after any County request. Failure to do so may be cause for rejection of the Bid Response.

3.7 BID BASIS – PRICING

All Bidders meeting the above minimum requirements may be considered for an award based on the lowest responsive and responsible Bidder.

3.7.1 Bids shall be based on the cost of each service verification performed. **Bidder shall offer pricing for all required services listed in Items #1-24 of the Bid Response Form. Incomplete bidding for all services shall result in rejection of the Bid Response.**

3.7.2 Quantities listed on the Bid Response Form are estimates only and do not reflect past performance or future requests for service. One (1) year estimates are listed on the Bid Response Form. Quantity estimates listed as "1" have low or unknown occurrences.

3.7.3 Background Verification Items:

3.7.3.1 Administrative and Pass-through Fees/Charges

3.7.3.1.1 At the end of each line item for Items #1 – 17 only, the Bidder shall note if any administrative charge plus fees or pass-through fees imposed by the originators of the information are applicable for that particular item by confirming yes or no.

3.7.3.1.2 Then, all applicable administrative charge plus fees and pass-through fees shall be listed under each item it applies to with:

- a full description of the fee,
- who is charging the fee,

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- the current fee pricing, and
 - if it is strictly a pass-through with no additional costs added by the Bidder.
- 3.7.3.1.3 Failure to provide this information may result in rejection of the Bid Response.
- 3.7.3.1.4 It shall be the Successful Bidder's responsibility to notify the County when any changes to these fees occur and provide any backup justifications.
- 3.7.3.2 Basic Identity – Name, address, date of birth, and social security number.
- 3.7.3.3 County Criminals Records Search – To provide felony and/or misdemeanor arrests/convictions located at the County level of the State in which the charge was brought and tried. Examples are criminal records such as theft, assault, and robbery.
- 3.7.3.4 Statewide Criminal Records Search (same as MD Statewide) – Search for felony and/or misdemeanor convictions on the State (Maryland) database usually from state law enforcement of the Administrative Office of the Courts. Search shall include up to five (5) other names in Maryland.
- 3.7.3.5 Federal Criminal Records Search – Conducted through the Federal District Court, and may include charges of Federal offenses such as bank robbery, embezzlement, tax evasion, mail fraud, or crimes occurring across state lines.
- 3.7.3.6 US Criminal Records Indicator – Information from the Department of Public Safety, Department of Corrections, Administrative Office of the Courts, Bureaus of Criminal Apprehension, and/or the Department of Criminal Justice at a minimum.
- 3.7.3.7 Multi-State Sexual Offenders' Registry Check - Search for registration as a sexual offender as required by law for convictions of sexual offenses, rape, child sexual abuse, sexual predator, and other related or attempted crimes as established by law.
- 3.7.3.8 Motor Vehicle/Driver's License Verification – Shall provide driving records of moving violations, DUI or DWI offenses, and related information including Probation Before Judgement (PBJ). For states that require in person record retrieval, Successful Bidder shall inform County to ensure completion of record verification by other means. Additional state access fees/pass-through charges may apply.. These shall be included in the license verification. The County requires the Successful Bidder to include those states where the candidate held an Operator's/Driver's License.
- 3.7.3.9 Employment Verifications – Shall include dates of employment, job title, salary, and reason for leaving at a minimum. Successful Bidder shall

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coordinate with the County to provide minimum of two (2) previous employers and option for additional employment checks when indicated due to short term employments or inconsistent history. The number of years of employment verification varies based on the age of the applicant and length of employment of each job. Electronic or telephone background verification methods are acceptable.

- 3.7.3.10 Education Verifications: Clarification of degree, major/minor, number of credits and degree year/or projection date of completion. Providing the highest degree or multiple degrees is based on the relevancy of the degree to the position. Indicate cost per institution or other billing method. Successful Bidder shall provide verification of educational credentials that are required for the job or in a related field at a minimum.
- 3.7.3.11 Professional License or Certification Verifications – Verification and clarification of license or certification type, and expiration date, if applicable, as specified by the County.
- 3.7.3.12 Military Verifications – Shall include dates of service, branch of military, rank, discharge status, and related information Comprehensive review of candidate's military record including type of discharge, disciplinary record, contact with Provost Marshal or military police at assigned bases regarding any records. Successful Bidder shall coordinate with the County if the note is not understandable; then, a decision will be made about further research. Usually the above information is sufficient.
- 3.7.3.13 Social Security Number (SSN) Trace & Address Locator – to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former address(es) associated with that SSN, and date of birth. Social Security trace shall be ordered up to five (5) names in the State of Maryland. For addresses outside of Maryland on the social security trace within the past seven (7) years, the Successful Bidder shall order the US Criminal Records Indicator Search.
- 3.7.3.14 Training Verifications – to verify completion of related training as specified by the County.
- 3.7.3.15 International Employment/Reference Verification - International Search of Employment, Position, Duties, Salary, and Eligibility for Rehire (Here an employer's policy will determine the types of information that can be released.)
- 3.7.3.16 International Education Verification – Institutions are contacted where degrees were attempted or received and the dates of attendance, major or course of study, degrees obtained, and other available information.
- 3.7.3.17 Credit Report in accordance with FCRA.

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- 3.7.3.18 Out of State Background Verifications – A multijurisdictional search that can also take place within Maryland in that some local jurisdictions do not have Internet accessible information and/or do not report data to the state database. If the applicant is from another state and the county is not computer capable, than an out of state investigation shall be performed by the Successful Bidder. The Successful Bidder shall substantiate any findings that are provided to the County.
- 3.7.3.19 Candidate/volunteer questions and conflict resolution, although it does not happen often, if there is a fee, the Bidder shall provide cost per resolution. If there is no charge, Bidder shall put “No charge”. 3.7.3.20 TALX fee for employment verification to release information through a third party.
- 3.7.3.21 Data entry fee for faxed requests shall be provided.
- 3.7.3.22 Fee for each additional year past seven (7) years for all criminal record searches shall be provided.
- 3.7.3.23 Adverse action in demand mailings, charge per request shall be provided.
- 3.7.3.24 Miscellaneous Fees **not** tied directly to a specific verification item above (#1-17) shall be listed in this section of the Bid Response. These fees shall not be included in the bid basis, but may be added to the final contract. These miscellaneous fees shall be spelled out in detail including:
- a full description of the fee,
 - who is charging the fee,
 - the current fee pricing, and
 - if it is strictly a pass-through with no additional costs added by the Bidder. No markup is allowed.
- 3.7.3.26 Additional Options (A La Carte)
- These fees and services shall not be included in the bid basis, but may be added to the final contract.
- 3.7.3.26.1 Bidder shall provide description and cost breakdown for additional background verifications that can be provided. These shall not be part of the basis to award. The County will determine if these will be added to the Successful Bidder’s award.
- 3.7.3.26.2 Bidder shall list if any of the line items are typically bundled in packages. A listing of applicable packages and their pricing shall be included in this section of the Bid Response. These shall not be part of the bid basis. Current bundled items are listed below:

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- Base Package included: MD Statewide Criminal records, Social Security Trace and US Criminal Record
- Maryland Package included: Maryland Statewide Criminal Records, Social Security Trace
- Non PA MVR – includes 2 employee verifications, one education verification, one Social Security Number verification, one US Criminal Record verification, and one Motor Vehicle verification
- PA Candidate (non-MVR) package which includes two employee verifications, one education verification, one Social Security Number verification and one US Criminal Record verification

3.7.3.26.3 The Department of Recreation and Parks is considering the addition of adding the ability of the Successful Bidder to charge the volunteer directly for the use of the website services for a County position. This is not done under the current contract.

- These services will be paid via a credit card or via a mailed payment.
- The volunteer may be required to pay the entire County fee or an agreed upon portion of the County's fee. The Successful Bidder would then bill the remaining portion, if any, to the County.
- The County needs the ability to manually enter data if the volunteer does not want to pay on-line, but would rather give the County a check for the arranged dollar amount.
- The County also needs the ability to manually enter data on the volunteer's behalf.
- The County would need a list of the volunteer names showing which ones did pay their bill.
- A list of names showing the background verifications that have been completed by the Successful Bidder and the amount to be charged to the County shall be included in the monthly invoice. This information is provided in the current contract; however, the Successful Bidder would show the reduced rate for any volunteer who did the on-line payment.

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- The background verification would not be completed if the fee was not paid by the volunteer.
- Bidder shall provide the cost information of these services if it has the ability to provide such services.
- The County reserves the right to expand or reduce these services to meet the needs of the County.

3.8 PERFORMANCE OF SUCCESSFUL BIDDER

Prior to each renewal term the County shall review the previous term's Successful Bidder's performance in the following areas:

3.8.1 Satisfactory and timely completion of work as per Specifications

3.8.2 Good customer service such as:

- Quick response and resolution to problems
- Quality of work meets County requirements
- Continues to retain necessary insurance and SDAT status while meeting all Bid Specifications

****IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid. ****

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BID RESPONSE FORM

(Submit Original and THREE DUPLICATE COPIES)

Purchasing Agent
The Heritage Office Complex
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

In accordance with your Announcement, the Bid Response and Specifications contained herein and dated July 19, 2011 and your General Information and Notice to Bidders bearing the same date, we wish to quote the following:

Item #	Description	Quantity	Unit	Unit Price	Extended Price	Access/P/T Fees (Yes or No)
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Quantities are annual estimates.

Note if access or pass-through fees are applicable by stating "Yes" or "No" on each line item. Those with a "Yes" response shall also include a listing of applicable administration fees and charges.(Reference 3.7.3.1)

PART I

Item #1: Basic Identity 7,555 ea. \$_____ \$_____ _____

<u>Applicable Fee</u>	<u>Who Charges</u>	<u>Pass-through</u>	<u>Pricing per</u>
<u>Description</u>		<u>or Not</u>	<u>Transaction</u>
			\$_____ x 1 = \$_____

Item #2 County Criminals Records Search 7,555 ea. \$_____ \$_____ _____

<u>Applicable Fee</u>	<u>Who Charges</u>	<u>Pass-through</u>	<u>Pricing per</u>
<u>Description</u>		<u>or Not</u>	<u>Transaction</u>
			\$_____ x 1 = \$_____

Item #3 Statewide Criminal Records Search 7,555 ea. \$_____ \$_____ _____

<u>Applicable Fee</u>	<u>Who Charges</u>	<u>Pass-through</u>	<u>Pricing per</u>
<u>Description</u>		<u>or Not</u>	<u>Transaction</u>
			\$_____ x 1 = \$_____

Item #4 Federal Criminal Records Search 500 ea. \$_____ \$_____ _____

<u>Applicable Fee</u>	<u>Who Charges</u>	<u>Pass-through</u>	<u>Pricing per</u>
<u>Description</u>		<u>or Not</u>	<u>Transaction</u>
			\$_____ x 1 = \$_____

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Item #	Description	Quantity	Unit	Unit Price	Extended Price	Access/P/T Fees (Yes or No)
Item #5	US Criminal Records Indicator	7,555	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 = \$_____		
Item #6	Multi-State Sexual Offenders' Registry	2,355	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 = \$_____		
Item #7	Driver's License Verification	500	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 = \$_____		
Item #8	Employment Verification	500	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 = \$_____		
Item #9	Education Verifications	500	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 = \$_____		
Item #10	Professional License or Certification Verification	300	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 = \$_____		

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Item #	Description	Quantity	Unit	Unit Price	Extended Price	Access/P/T Fees (Yes or No)
Item #11	Military Verifications	1	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	
Item #12	Social Security Number Trace & Address Locator	7,555	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	
Item #13	Training Verifications	300	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	
Item #14	International Employment/ Reference Verification	1	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	
Item #15	International Education Verification	1	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	
Item #16	Credit Report	1	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	

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Item #	Description	Quantity	Unit	Unit Price	Extended Price	Access/P/T Fees (Yes or No)
Item #17	Out of State Background Verifications	1	ea.	\$_____	\$_____	_____
	<u>Applicable Fee Description</u>	<u>Who Charges</u>	<u>Pass-through or Not</u>	<u>Pricing per Transaction</u> \$_____ x 1 =	\$_____	
Item #18	Candidate/volunteer questions & resolutions fee	1	ea.	\$_____	\$_____	_____
Item #19	TALX fee	1	ea.	\$_____	\$_____	_____
Item #20	900 Number charge	1	ea.	\$_____	\$_____	_____
Item #21	Registration fee – non-PA residents	1	ea.	\$_____	\$_____	_____
Item #22	Data entry fee – faxed requests	1	ea.	\$_____	\$_____	_____
Item #23	Fee for each additional year past 7 years	1	ea.	\$_____	\$_____	_____
Item #24	Adverse action in demand mailings – per request	1	ea.	\$_____	\$_____	_____

Grand Total for Items (1-24 including Applicable Administrative Fees) Inclusive:

\$_____

Part II

The following items are options and will be utilized if necessary but are not included in the basis of award.

- Item #25 Miscellaneous Fees Bidder shall list the following for each additional fee:
- Description of the fee,
 - Who charges the fee,
 - How often is the fee charged,
 - Is this a pass-through fee only? (no additional costs added by the Bidder)
 - and the cost to County.

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Item #26 Additional Options (A La Carte)

- a) Bidder is asked to provide alternate/additional items for consideration by the County. A full description and pricing shall be included.
- b) Bundled Packages (if applicable) shall include:
- the name of each package as billed
 - the listing of each item included in the bundle
 - the pricing of the bundle
- c) Bidder's ability to charge the candidate or volunteer directly for the use of the website services for a County position. These services would be paid via a credit card or via a mailed payment. Bidder shall provide the costs of these services if able to provide these services.

PART III

Item #27 References:

This section of the Bid shall establish the ability of the Bidder to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. Provide no less than three (3) examples of similar contracts that Bidder has undertaken (indicating current status of the contract) within the last five (5) years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

Bidder shall identify references that can specifically verify utilizing the following services on those contracts:

- Has provided Internet-based portals for candidates and jurisdictions to enter own information with portals that can be customized as listed in Section 3.6.1.
 - Has provided accessibility through secure Internet service as required in Section 3.6.1.
 - Has successfully posted a link to a government website as required in Section 3.6.1.6.
 - Has successfully provided on-line accessibility for employees to be investigated as required in Section 3.6.1.12.
 - Has provided on-line status and result reporting to contracting agency successfully within designated time frames as required in Section 3.6.1.17.
 - Has provided background verification of data as listed in Section 3.6.2 of this IFB (identity, education, certifications/licenses, training, employment, military, driving, criminal histories, etc.).
 - Has provided international verifications as required in Section 3.6.2.2.
 - Has successfully provided 48 hour turn around reporting as required in Section 3.6.2.4.
 - Has successfully tracked and segregated billing as required in Section 3.6.3.3.
-

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REFERENCE LISTINGS:

27A. Company Name: _____

Address: _____

Contact Person: _____

Telephone No: _____

Term of Contract: _____

Estimated yearly dollars of Contract: _____ # Client Participation _____

Description of Contract: (to include confirmation of services listed in items above)

27B. Company Name: _____

Address: _____

Contact Person: _____

Telephone No: _____

Term of Contract: _____

Estimated yearly dollars of Contract: _____ # Client Participation _____

Description of Contract: (to include confirmation of services listed in items above)

27C. Company Name: _____

Address: _____

Contact Person: _____

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Telephone No: _____

Term of Contract: _____

Estimated yearly dollars of Contract: _____ # Client Participation

Description of Contract: (to include confirmation of services listed in items above)

- Item #28 Bidder shall provide the days and times (County's local time) of availability of support services to candidates, County personnel, and County background investigators. Bidder shall also provide the availability of access to an account representative for the County representatives to contact the Successful Bidder regarding billing and other administrative concerns.

- Item #29 Bidder shall provide description of network and technological requirements for those accessing the Bidder's system (This may be attached to the Bid Response).

- Item #30 Bidder shall provide examples and detailed descriptions of the Internet data gathering tool to be used: (This may be attached to the Bid Response).

- Item #31 Bidder shall provide overview of services offered, etc. as required in Section 3.6.1.13 of this IFB. (This may be attached to the Bid Response.)

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Item #32 Bidder shall provide how each verification (as listed in Section 3.7.3) is conducted and how results shall be reported to the County. Reference Section 3.6.2.3. (This may be attached to the Bid Response.)

Item #33 Bidder shall provide one point of contact – name, title, phone number, fax number, and email address.

Item #34 Bidder shall provide sample of summary invoicing with detailed cost description for each County agency (i.e. include Personnel, Fire Department, Police Department). This shall be included with the Bid Response. _____ Included

Item #35 Bidder shall provide a sample candidate summary file. This shall be included with the Bid Response. The County is requiring a compilation report with the history information submitted from the candidate. If Bidder has one report that combines both item #9 and item #12 on this page, that is satisfactory. _____ Included

Item #36 Bidder shall provide a sample report of measurements of processes with the Bid Response. The County is requiring a sample report that would include the verification results for the candidate's information. _____ Included

Item #37 Bidder shall include a sample report template with the Bid Response. _____ Included

Item #38 Bidder can begin servicing this Contract within _____ calendar days after notification of the County of an award, but no later than September 1, 2011.

Bidder's Company Name: _____

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

****IMPORTANT NOTICE:** Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid. **

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Vendor Information Form

It is further agreed by the undersigned that upon our receipt of your written advice of the acceptance of our Bid, the necessary contract will be executed within ten (10) calendar days after such notice.

Bidding Firm Name: _____

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: _____

Street Address: _____

City and State: _____ Zip Code _____

Business Phone: (Toll Free #, if applicable) _____ Date: _____

Fax Number: _____ Terms of Payment: _____

Contact Name and Title: ☐Mr. ☐Mrs. ☐Ms. _____

Email Address: _____

Website Address, if available: _____

Registration # Issued by the MD Dept. of Assessment and Taxation*: _____

(*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: _____

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). *(Write "none" if there are no affiliations.)*:

- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____
- Name: _____ Affiliation: _____
County Agency or Company Name Where Employed _____

Does your firm qualify as a Minority Business Enterprise? Y or N

MBE Designations ☐ Black Male ☐ Black Woman ☐ Women ☐ Asian ☐ Hispanic ☐ None

Printed Name and Title of Agent: ☐Mr. :☐Mrs. :☐Ms. _____

Signature of Agent*: _____
(*See Section 1.25 – Signatures Required for Legal Entities)

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

☐ We wish to submit a "No Bid" at this time, but request that our company remain on your Bidders list for this commodity/service.

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AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty of perjury,
(Contractor/Bidder/Offeree)
that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or partners, or any
(Contractor/Bidder/Offeree)
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with a public
(Contractor/Bidder/Offeree)
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or representative of
(Contractor/Bidder/Offeree)

(Contractor/Bidder/Offeree):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeree: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County or City of _____, this _____ day of _____, 2011.

(Notary Public)

My Commission Expires: _____

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AGREEMENT FOR SERVICES #_____

THIS AGREEMENT, made this _____ day of _____, 2011, by and between Anne Arundel County, Maryland (the "County"), and _____ (the "Contractor").

WHEREAS, the County issued IFB No.11-056, entitled "Background Verifications", a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor's technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the "Work").
2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.
3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.
4. If the term of this Agreement extends beyond the County's current fiscal year, this Agreement is conditioned upon and subject to appropriation and availability of funds for that part of the term of this Agreement that extends beyond the County's current fiscal year.

5. MISCELLANEOUS

a. The Contractor certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.

b. The person executing this Agreement on behalf of the Contractor certifies that he or she has the legal and organizational authority to do so.

ATTEST: ANNE ARUNDEL COUNTY,
MARYLAND

By: Dennis Callahan Date (SEAL)
Title: Chief Administrative Officer

By: _____ Date (SEAL) _____
 Title: _____

Personnel Officer
Date